



DN597729

APPENDIX A

BATH P&R

**SPECIFICATION SCHEDULES A – R
WEST OF ENGLAND COMBINED AUTHORITY SERVICES
AGREEMENT FOR
PUBLIC TRANSPORT SERVICES BY BUS**

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SCHEDULE A: FARES AND TICKETING

1. The fares charged on the service will not exceed those detailed in this schedule.
2. The contractor must issue tickets that as a minimum show the service number, date of issue, ticket price and ticket type to all fare paying passengers if applicable.
3. Tickets issued by the contractor or his sub-contractor should bear the usual business name of the contractor.
4. Up to 5 Children under 5 years of age when accompanied by a fare paying passenger and not occupying a seat to the exclusion of a fare paying passenger will be carried free (this includes concessionary bus pass holders).
5. Contractors must be equipped to take contactless payment, EMV ticketing and m-ticketing, which will be available for passengers to purchase tickets. *Assistance is available, through the ticket machine hire scheme launched in 2019, where the LTAs can provide support to very small bus operators with 30 vehicles or less running registered local services in the West of England CA and North Somerset area through leasing operator's equipment with contactless bank/ barcode capabilities*
6. By 31 March 2023, (subject to implementation to the LTAs' commitment to funding), all operators will have fitted contactless bank tap off readers to their buses and will implement daily and weekly capping of fares within the prices of their daily and weekly tickets no later than 3 months after completion of installation. *Grant funding (1 reader on single door vehicles and 2 readers on dual door vehicles) will be provided to support the installation of tap off readers on bus operators vehicles.*
7. An operator may be expected to be a participant in the development of smart payment systems as they are developed in the city and sub-region.
8. Operators will take part in the All English National Concessionary Travel Scheme.
9. Dogs will be carried free at the owner's risk and unless held on the owner's lap must be kept on the floor of the vehicle.
10. Accompanied luggage, parcels, folding pushchairs and shopping baskets on wheels will be carried free.
11. No additional fare shall be charged for the carriage of wheelchairs used by passengers.

**MAXIMUM FARES ON WEST OF ENGLAND COMBINED AUTHORITY
CONTRACTED BUS SERVICES**

Passenger Fare Options	Price
Adult Return Fare or	£2.50 (see Pricing Schedule)
Adult Return Fare	£3.00 (see Pricing Schedule)

Group Ticket: Up to 5 people traveling together, this ticket will be set at 20% lower than the agreed parking charge. For year 1 this will be £5.40, subsequent years will be confirmed throughout the contract from the 1st April.

Pay before travel Car Park Option	Price
Car charge (of up to 7 people)	£4.00 per car/per day (see Pricing Schedule)

Charge is for up to 7 people arriving in 1 car. Charge is to be paid via MiPermit App or ticket machine at P&R site before boarding the bus.

No fares to be collected on bus.

Revenue to be taken by B&NES and transferred to operator monthly.

Discovery card discount of 10% will be offered to passengers through the MiPermit App.

Concessionary bus pass holders purchase zero value ticket through MiPermit App or ticket machine at P&R site before boarding the bus. Passenger numbers to be recorded by B&NES and reimbursement to be calculated by the Combined Authority and distributed as per the contract.

In the case of BANES offering overnight parking options at P&R sites, an option to buy a ticket for the following day's travel will be made available on the MiPermit App and at ticket machines on site.

No other tickets to be accepted on services.

SCHEDULE B: DEDUCTIONS

(effective from 1st September 2022)

Scale of Deductions - Failure to provide the Contracted Service in accordance with Clause 5 of the Services Agreement will result in deductions being made as set out in the clauses below.

1. Failure to operate any journey or part thereof specified in Schedules D/E to the Contract, a deduction of **£100.00** for each instance.
2. Early operation in excess of 2 minutes: a deduction of **£100.00** for each journey
3. Late operation in excess of:
 - (a) 5 minutes before 0730/between 0930 and 1559/after 1830 on Mondays to Fridays; and at any time on Saturdays, Sundays and Bank Holidays;
 - (b) 15 minutes between 0730 and 0929/between 1600 and 1829 on Mondays to Fridays;

£100.00 for each instance
4. Should the vehicles used in the operation of this contract fail to display any marking or notice required under the vehicles schedule, deductions will be made as follows:
 - (a) Route number and/or final destination: a deduction of **£50.00** for each instance.
 - (b) Designated seats for the use of the elderly or disabled: a deduction of **£150.00** for each instance.
 - (c) No Smoking notice: a deduction of **£25.00** for each instance.
 - (d) Internal and/or external West of England Combined Authority notice: a deduction of **£25.00** for each instance.
5. Operation of a vehicle other than specified in Schedule H (or subsequently agreed with the Director), a deduction of **£250.00** per day of operation.
6. Failure to operate a low floor vehicle: a deduction of **£200.00** for each instance.
7. Failure to comply with vehicle cleanliness specifications as set out in Clause 10 of the Conditions of Contract:
 - (a) a deduction of **£100.00** for failure to clean vehicle (inside and outside) prior to commencement of a day's operation;
 - (b) a deduction of **£100.00** for failure to remove graffiti within specified time limit.

8. Operation of a journey via an incorrect route for any part of the journey or failure to observe a recognised stop or stops, a deduction of **£200.00** for each instance.
9. Failure to notify West of England Combined Authority of any vehicle involved in a collision within 24 hours of the incident. **£100.00** per incident.
10. Failure of driver to wear specified uniform: a deduction **£100.00** per driver per day.
11. Driver smoking whilst in the vehicle providing the Contracted Service or when in contact with the public travelling on the Contracted Service, a deduction of **£300.00** for each instance observed by the Director.
12. Drivers failing to abide by prevailing legislation regarding the use of mobile phones whilst driving, **£300.00** for each instance.
13. Driver failure to carry the current faretable and timetable on the contracted service: **£25.00** for each instance.
14. Failure to provide any ticket or other fare facility as specified in Schedule A to the Contract, a deduction of **£150.00** for each instance.
15. Failure to record tickets or passes correctly through the ticket machine, **£200.00** for each instance.
16. Failure to notify any change in fares or fare levels, **£100.00** for each instance.
17. Failure to ensure a member of staff is available during the hours of operation of the contracted service, to monitor and restore the service if it becomes disrupted: **£200.00** for each instance.
18. Failure for a journey to track and provide real time predictions due to incorrect driver login, RTI non-compliant vehicle operated or incorrect RTI data supplied, **£150.00** for each instance.
19. Failure to provide the required data for RTI later than ten working days prior to the commencement of the service, **£200.00** per service
20. Failure to provide required supporting data within the time limit specified under schedule L, **£200.00** for each instance.
21. The issue of any publicity material in any form without acknowledgement of West of England Combined Authority support a deduction of **£100.00** for each publication observed by the Director.
22. Sub-contracting without prior written permission of the Director, except in emergency in accordance with the Conditions of Contract, a deduction of **£500.00** for each day.

The deduction figures listed above will be in place for the life of the contract.

SCHEDULE B (Continued)

SYSTEM OF OPERATION OF DEDUCTIONS

1. The Contractor will be required to send a certificate with each monthly invoice indicating whether any journeys were not operated during the previous month and giving reasons for any failures to operate. Deductions indicated above will then be made.
2. The Director is authorised to waive any deduction if he/she is satisfied that the failure to operate or irregular operation arose as a result of severe weather conditions, particular cases of traffic delay or other unforeseen circumstances outside the Contractor's control. The onus is on the Contractor to advise the Director of any difficulties arising from any such cause. In the event of no such advice being received, deductions indicated above will be made.
3. It is also suggested that the Contractor will find it appropriate to furnish a statement of early and late running giving explanations where possible. The Director will then be in a position to take account of such circumstances when considering whether to make any deduction.
4. If the Contractor considers that the running time given in the timetable schedule is the cause of unreliable operation he must inform the Director in writing within one month from the commencement of the contract. The Director will then examine the case for revising the timetable to eliminate the problem in conjunction with the Contractor. In such circumstances deductions which might be reasonably attributable to the identified problem will normally be waived for such time as is necessary to resolve the difficulty affecting the journey(s) in question.
5. In the event of the Contractor being dissatisfied with the decision of the Director in any instance, the dispute resolution procedure outlined in section 15 of the services agreement will apply.

SCHEDULE C: CONTRACT PRICE AND LOST MILEAGE DEDUCTION REVISIONS

PRICE REVISIONS FORMULA

1. Contract prices will be reviewed annually and any changes will take effect on 1st April 2023 and then the 1st April of each subsequent year of the contract.
2. The price revision will be based on the changes to the Consumer Price Index (CPI) as published in the November edition of the Monthly Digest of Statistics. Please note that this could result in contract prices going down.
3. The percentage change in price will be based on the movement of prices between October of the previous year and October of the current year. (E.g. for the first review it will be the price change % between October 2021 and October 2022).
4. The Percentage change in price will also be capped at + or – 2%. Please note this may be subject to review.
5. The sum deduced for lost mileage will be reviewed annually on the above basis and any change will take effect on 1 April next and each subsequent year of the contract.

SCHEDULE D: SPECIFICATION OF SERVICE:

Duration of Contract: The contract is intended to start on 28th August 2022 and run for 60 months unless previously terminated under clauses 23 or 24 of the conditions with an option to extend for a further period of up to 36 months.

Service	Option
21 Newbridge P&R – Bath City Centre – Newbridge P&R	Option 1 Monday – Saturday 2030 finish
21 Newbridge P&R – Bath City Centre – Newbridge P&R	Option 2 Monday – Saturday 2200 finish
21 Newbridge P&R – Bath City Centre – Newbridge P&R	Option 3 Monday – Saturday 2230 finish
21 Newbridge P&R – Bath City Centre - Newbridge P&R	Option 4 Monday – Saturday 2300 finish
21 Newbridge P&R – Bath City Centre - Newbridge P&R	Option 5 Monday – Saturday 2330 finish
21 Newbridge P&R –RUH - Newbridge P&R	Option 6 Monday – Saturday 60 minute frequency
21 Newbridge P&R – RUH - Newbridge P&R	Option 7 Monday – Saturday 30 minute frequency
21 Newbridge P&R – Bath City Centre – Newbridge P&R	Option 8 Sunday & Public Holidays 1800 finish
21 Newbridge P&R – Bath City Centre – Newbridge P&R	Option 9 Sunday & Public Holidays 0845 start
21 Newbridge P&R – Bath City Centre – Newbridge P&R	Option 10 Sunday & Public Holidays 2030 finish
21 Newbridge P&R – Bath City Centre – Newbridge P&R	Option 11 Sunday & Public Holidays 2200 finish
21 Newbridge P&R –RUH - Newbridge P&R	Option 12 Sunday & Public Holidays 60 minute frequency

21 Newbridge P&R –RUH - Newbridge P&R	Option 13 Sunday & Public Holidays 30 minute frequency
31 Lansdown P&R – Bath City Centre – Lansdown P&R	Option 14 Monday – Saturday 2030 finish
31 Lansdown P&R – Bath City Centre – Lansdown P&R	Option 15 Monday – Saturday 2200 finish
31 Lansdown P&R – Bath City Centre – Lansdown P&R	Option 16 Monday – Saturday 2230 finish
31 Lansdown P&R –Bath City Centre - Lansdown P&R	Option 17 Monday – Saturday 2300 finish
31 Lansdown P&R –RUH - Lansdown P&R	Option 18 Monday – Saturday 2330 finish
31 Lansdown P&R –RUH - Lansdown P&R	Option 19 Monday – Saturday 60 minute frequency
31 Lansdown P&R – RUH - Lansdown P&R	Option 20 Monday – Saturday 30 minute frequency
31 Lansdown P&R – Bath City Centre – Lansdown P&R	Option 21 Sunday & Public Holidays 1800 finish
31 Lansdown P&R – Bath City Centre – Lansdown P&R	Option 22 Sunday & Public Holidays 0845 start
31 Lansdown P&R – Bath City Centre – Lansdown P&R	Option 23 Sunday & Public Holidays 2030 finish
31 Lansdown P&R – Bath City Centre – Lansdown P&R	Option 24 Sunday & Public Holidays 2200 finish
31 Lansdown P&R –RUH - Newbridge P&R	Option 25 Sunday & Public Holidays 60 minute frequency
31 Lansdown P&R –RUH - Lansdown P&R	Option 26 Sunday & Public Holidays 30 minute frequency

41 Odd Down P&R – Bath City Centre – Odd Down P&R	Option 27 Monday – Saturday 2030 finish
41 Odd Down P&R – Bath City Centre – Odd Down P&R	Option 28 Monday – Saturday 2200 finish
41 Odd Down P&R – Bath City Centre – Odd Down P&R	Option 29 Monday – Saturday 2230 finish
41 Odd Down P&R – Bath City Centre – Odd Down P&R	Option 30 Monday – Saturday 2300 finish
41 Odd Down P&R – Odd Down P&R	Option 31 Monday – Saturday 2330 finish
41 Odd Down P&R – RUH – Odd Down P&R	Option 32 Monday – Saturday 60 minute frequency
41 Odd Down P&R – RUH - Newbridge P&R	Option 33 Monday – Saturday 30 minute frequency
41 Odd Down P&R – Bath City Centre – Odd Down P&R	Option 34 Sunday & Public Holidays 1800 finish
41 Odd Down P&R – Bath City Centre – Odd Down P&R	Option 35 Sunday & Public Holidays 0845 start
41 Odd Down P&R – Bath City Centre – Odd Down P&R	Option 36 Sunday & Public Holidays 2030 finish
41 Odd Down P&R – Bath City Centre – Odd Down P&R	Option 37 Sunday & Public Holidays 2200 finish
41 Odd Down P&R – RUH – Odd Down P&R	Option 38 Sunday & Public Holidays 60 minute frequency
41 Odd Down P&R – RUH – Odd Down P&R	Option 39 Sunday & Public Holidays 30 minute frequency
Bath Christmas Markets	Option 40 Monday – Sunday Frequent service every 5 minutes 0930 - 2030
Bath Half Marathon	Option 41 Sunday
Bath Christmas Markets price per day	Option 42

for 6 members of staff to provide marshalling at all P&R sites and at central stops to oversee queuing and tickets sales.	
Bath Christmas Markets price per day for 12 members of staff to provide marshalling at all P&R sites and at central stops to oversee queuing and tickets sales.	Option 43
Group Price for timetable options 1, 8, 14, 20, 27 & 34	Option 44

Days of operation

Event	Operating	Service level
Bath Christmas Markets	Four Week Period from the last Thursday in November until the third Sunday in December. Actual dates TBC by Bath & North East Somerset Council in September	As option 40
Bath Half Marathon	1 Sunday Actual date TBC by Bath & North East Somerset Council	As option 41

Days of Operation: The contract is intended to operate on the days shown in point 4: Timetable (Christmas and New Year arrangements are detailed below) The contractor will be notified in advance of the requirements to operate any additional services detailed in the timetable such as those for the Bath Half Marathon (1 Sunday per year).

	2022/23	Service level
Christmas Eve	Sat 24th	Normal service
Christmas Day	Sun 25th	No service
Boxing Day	Mon 26th	No service
	Tues 27th	Public Holiday service
	Wed 28th	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
	Thurs 29th	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
	Fri 30th	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)

New Year's Eve	Sat 31st	Normal service
New Year's Day	Sun 1st	No service
	Mon 2nd	Public Holiday service

	2023/24	Service level
Christmas Eve	Sun 24th	Normal service
Christmas Day	Mon 25th	No service
Boxing Day	Tues 26th	No service
	Wed 27th	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
	Thurs 28th	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
	Fri 29th	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
	Sat 30th	Normal service
New Year's Eve	Sun 31st	Normal service
New Year's Day	Mon 1st	No service
	Tues 2nd	Normal service

	2024/25	Service level
Christmas Eve	Tues 24th	Normal service
Christmas Day	Wed 25th	No service
Boxing Day	Thurs 26th	No service
	Fri 27th	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
	Sat 28th	Normal service
	Sun 29th	Normal service
	Mon 30th	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
New Year's Eve	Tues 31st	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
New Year's Day	Wed 1st	No service
	Thurs 2nd	Normal service

	2025/26	Service level
Christmas Eve	Wed 24th	Normal service
Christmas Day	Thurs 25th	No service
Boxing Day	Fri 26th	No service
	Sat 27th	Normal service
	Sun 28th	Normal service
	Mon 29th	Saturday service (Monday to Friday service will operate where there is no Saturday

		service provision)
	Tues 30th	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
New Year's Eve	Wed 31st	Normal service
New Year's Day	Thurs 1st	No service
	Fri 2nd	Normal service

	2026/27	Service level
Christmas Eve	Thurs 24th	Normal service
Christmas Day	Fri 25th	No service
Boxing Day	Sat 26th	No service
	Sun 27th	Normal service
	Mon 28th	Public Holiday service
	Tues 29th	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
	Wed 30th	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
New Year's Eve	Thurs 31st	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
New Year's Day	Fri 1st	No service
	Sat 2nd	Normal service

	2027/28	Service level
Christmas Eve	Fri 24th	Normal service
Christmas Day	Sat 25th	No service
Boxing Day	Sun 26th	No service
	Mon 27th	Public Holiday service
	Tues 28th	Public Holiday service
	Wed 29th	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
	Thurs 30th	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
New Year's Eve	Fri 31st	Normal service
New Year's Day	Sat 1st	No service
	Sun 2nd	Normal service

	2028/29	Service level
Christmas Eve	Sun 24th	Normal service
Christmas Day	Mon 25th	No service
Boxing Day	Tues 26th	No service
	Wed 27th	Saturday service (Monday to Friday service

		will operate where there is no Saturday service provision)
	Thurs 28th	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
	Fri 29th	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
	Sat 30th	Normal service
New Year's Eve	Sun 31st	Normal service
New Year's Day	Mon 1st	No service
Christmas Eve	Sun 24th	Normal service

	2029/30	Service level
Christmas Eve	Mon 24th	Normal service
Christmas Day	Tues 25th	No service
Boxing Day	Wed 26th	No service
	Thurs 27th	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
	Fri 28th	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
	Sat 29th	Normal service
	Sun 30th	Normal service
New Year's Eve	Mon 31st	Saturday service (Monday to Friday service will operate where there is no Saturday service provision)
New Year's Day	Tues 1st	No service
	Wed 2nd	Normal service

Services and Lots

Stopping Places:

21 Newbridge Park & Ride

Newbridge, Newbridge P&R Site

Lower Weston, Chelsea Road (set down only)

Lower Weston, Park Lane (set down only)

Bath City Centre, James Street West (Gc) (set down only)

Bath City Centre, Westgate Buildings (Wd)

Bath City Centre, Monmouth Place (Gd) (pick up only)

Lower Weston, The Weston (pick up only)

Newbridge Park & Ride to Royal United Hospital

Newbridge, Newbridge P&R Site
Royal United Hospital (RUH)

31 Lansdown Park & Ride

Lansdown, Lansdown P&R
Ensleigh, Hamilton House
Ensleigh, Lansdown Park
Lansdown, Kingswood School
Lansdown, Hamilton Road
Lansdown, Sion Road
Lansdown, St Stephen's Church
Lansdown, Ballance Street
Lansdown, Belvedere
Bath City Centre, Alfred Street (Ab)
Bath City Centre, Milsom Street (Sg) or Queen Square
Bath City Centre, Alfred Street (Aa)
Lansdown, Lansdown Grove
Ensleigh, Lansdown Cemetery

Lansdown Park & Ride to Royal United Hospital

Lansdown, Lansdown P&R
Royal United Hospital (RUH)

41 Odd Down Park & Ride

Odd Down, Odd Down P&R
Bear Flat, Bear Flat (A)
Wells Road, Haysfield Park
Wells Road, St Mary's Buildings
Bath City Centre, SouthGate (Wh) or Ambury
Bear Flat, Bear Flat (B)

Odd Down Park & Ride to Royal United Hospital

Odd Down, Odd Down P&R
Royal United Hospital (RUH)

Fares and Ticketing Conditions: See Schedule A

Plan of Route: See Schedule E.

Timetables: See Schedule F for detailed timetables

Minimum Vehicle Size: As specified in Schedule I unless specified below:

The Park & Ride sites will be developed as Transport Hubs during the life of this contract. Other scheduled services may call at the site for travel to destinations other than Bath City Centre. It is not anticipated that this will cause significant abstraction of passengers from the Contracted services.

Layover locations and times may need to be adjusted at the RUH.

SCHEDULE G: CONTRACTORS OBLIGATIONS

1. The contractor shall operate the contracted service in compliance with the contract conditions.
2. The contractor shall at all times provide the contracted service with skill, care and diligence, with the utmost good faith and to the contract standards.
3. The contractor will be subject to the conditions in the West of England Enhanced Partnership Plan and Schemes. This applies to services that would otherwise be classed as exempted services in the Enhanced Partnership Schemes.
4. The contractor shall inform West of England Combined Authority representative as soon as they become aware (and confirm in writing) if the contractor is unable or fails to provide the service or any part of it. The provision of information under this shall not in any way release or excuse the contractor from any of its obligations under the contract.
5. The contractor shall notify West of England Combined Authority in writing with details of any collision involving a vehicle in the operation of a contracted service and any incident that results in injury to passengers within 24 hours of the incident.
6. In the event of service disruption, the contractor will be required to immediately liaise with West of England Combined Authority to facilitate the updating of the Travelwest website and/or real time information system. The contractor will be required to communicate with West of England Combined Authority designated officer to ensure information on the service is collated and relayed to the public through the appropriate media channels.
7. The contractor will be required to maintain and update its own website to provide information on service operation, including updates on service disruption. This will include regular updates of operation in the event of a major disruption due to adverse weather conditions or other circumstances.
8. The contractor shall as may be necessary or desirable, co-operate, liaise and co-ordinate its activities with those of any consultant employed directly or indirectly by West of England Combined Authority.
9. The Contractor shall actively market the service to local business and tourist attractions.
10. The contractor shall have and keep in force at all times during the life of this contract a Public Service Vehicle Operator's Licence of the relevant classification as required by section 12 of the Public Passenger Vehicles Act 1981 or subsequent enactments which allows the operation of the services in the manner proposed and shall produce the licence or permit at any time for inspection by an authorised officer of West of England Combined Authority.
11. If the contractor does not have an operator's licence or if any licence previously granted has been suspended or withdrawn for any reason or has had conditions attached to it which prohibit the operation of the contracted service. The contractor must notify West of England Combined Authority

immediately and West of England Combined Authority reserves the right to immediately terminate the contract without notice.

12. The contractor shall, if required by West of England Combined Authority, at any time produce for inspection by an authorised officer, the current policy/policies of insurance in respect of the vehicles being used on the contracted service. Along with any licences or other requirements necessary for the operation of the vehicles, and any certificate appertaining to the fitness of the vehicle for operating under the licence or with regard to the current legislation appertaining to the road-worthiness of the vehicle. This does not negate the contractor's responsibility for ensuring that such documents are sufficient to comply with ongoing requirements.
13. The contractor is responsible, both administratively and financially, for ensuring that the appropriate registration to enable the contracted service to commence or to vary it has been lodged with and approved by the Traffic Commissioner. West of England Combined Authority will reimburse the cost of any registration fee incurred by the contractor for variations to the registration made at the request of West of England Combined Authority, but the contractor shall take responsibility for any variations agreed at the contractor's initiative.
14. The contractor shall deal with lost property in accordance with the Public Service Vehicles (Lost Property) Regulations 1978 as amended by the Public Service vehicles (Lost Property) Regulations (Amendment) 1995.
15. The contractor will be required to have a robust business continuity plan in place within 3 months of the start of any contract.
16. The contractor must notify West of England Combined Authority in writing of any public inquiry to be held by the Traffic Commissioner into the operation of the contractor's services, including those that are not operated under contract to West of England Combined Authority.
17. If the contractor fails to observe any of the contractor's obligations listed in this schedule, West of England Combined Authority may withhold monies as set out in Schedule B.

SCHEDULE H: VEHICLE/S TO BE USED IN PERFORMANCE OF THE CONTRACT

West of England Combined Authority has a duty under the Transport Act 1985 to have regard to the transport needs of members of the public who are elderly or disabled.

Service numbers _____

Particulars of vehicles to be used normally on the services listed above:-

<u>Make and Model</u>	<u>Type of Body</u>	<u>Number of Seats</u>	<u>Maximum Standees</u>
.....
.....
.....
<u>Maximum Age</u>	<u>Number of Wheelchair Spaces</u>	<u>Number of Doors</u>	
.....	
.....	
.....	

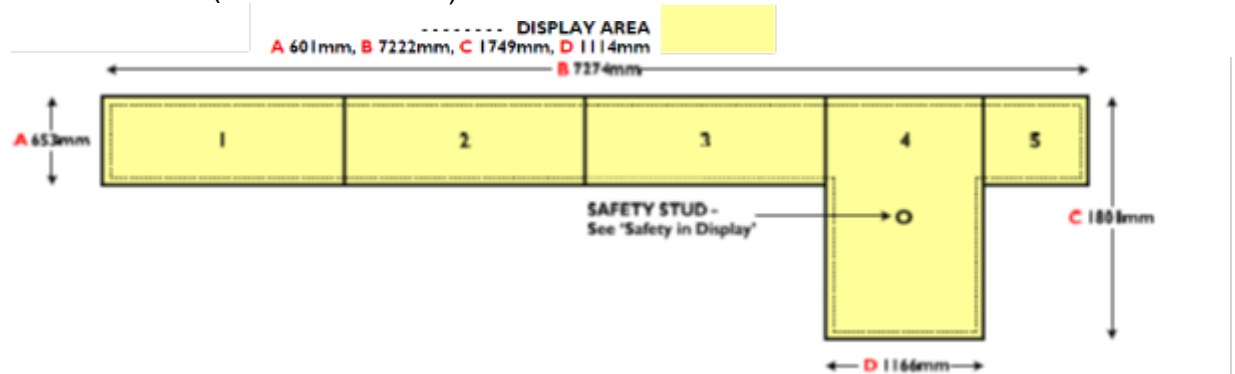
NOTES: This form must be returned with the tender. The Contractor must advise West of England Combined Authority of any changes to the vehicle details given during the period of the Contract. If vehicles are used on the Contract awarded as part of this Schedule, details of which have not been notified to West of England Combined Authority, the Contractor will be liable to deductions as set out in Schedule B.

SCHEDULE I: VEHICLES

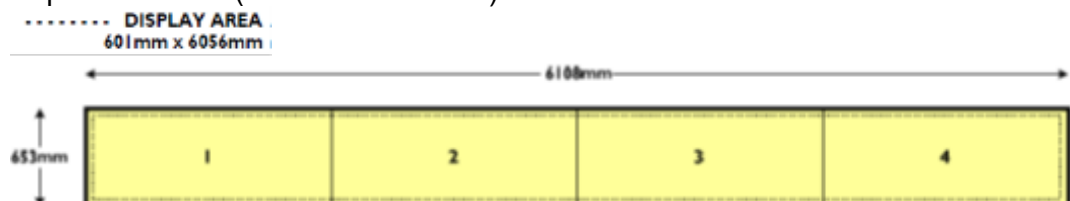
1. All vehicles used on the contracted service will be low floor, double decker, and have adequate capacity to meet demand. If any contracted service requires a different sized vehicle this will be detailed in the service specification.
2. All vehicles used on the contracted service will at a minimum comply with Euro VI emission standards.
3. The contractor must satisfy the West of England Combined Authority that any low emission vehicles that are used on the contracted services, have sufficient power and or battery life to manage the hilly topography on the Lansdown and Odd Down routes for a standard day of operation. This must not preclude the use of low emission vehicles on the Newbridge route.
4. All vehicles to be used on this contracted service must comply with all the requirements of the Public Service Vehicles Accessibility Regulations 2000.
5. All vehicles used in the operation of the contracted service will be low floor.
6. Certain seats within the vehicle, close to entrance or exit doors shall be designated for the use of persons who are elderly or disabled and a notice should be displayed close to the seats to that effect.
7. Entrance/exit steps and grab-rails shall be clearly marked to assist visually disabled persons.
8. All vehicles will be fitted with winter tyres as appropriate, to ensure continued operation throughout the year.
9. All vehicles operating on the contracted service will be painted in the livery specified by West of England Combined Authority, at the contractor's expense.
10. All vehicles operating on the contracted service will be equipped with a means of communication with the base/depot, whether that be radios, mobile phones or ETM messaging.
11. Any vehicle being used on this contract shall be licenced, equipped and maintained as required by statute and shall not be parked overnight on any public highway.
12. The contractor shall if required by West of England Combined Authority allow the vehicle(s) to be submitted for a spot check without prior notice, to ensure that the legal requirements in force are met. This spot check may be carried out by an authorised officer or agent of West of England Combined Authority, either on site or at a place nominated by the authorised officer.
13. The contractor shall, at all times, keep proper records of all routine services, repairs and work carried out on the vehicle(s) and all such records shall be produced whenever required for the inspection of any officer authorised by the director.

14. The contractor shall take reasonable steps to ensure the safety of passengers not only whilst they are on board the vehicle but also whilst they are entering or leaving or boarding or alighting.
15. Any vehicle provided must be capable of one person operation unless a conductor is present and the doors are under his/her control at all times.
16. The contractor shall ensure that all vehicles involved in the execution of the contracted service must at all times be clean, tidy and in a hygienic condition both internally and externally.
17. Vehicles must at all times when operating the contracted service be adequately heated and ventilated or air conditioned and must comply at all times with all statutes, orders and regulations.
18. Vehicles must carry suitable first aid and fire extinguishing equipment.
19. All vehicles operating the contracted service must operate on West of England Combined Authority's real time information system in line with schedule O.
20. The contracted is required to operate with CCTV equipment fitted to all vehicles. When operating a CCTV system it must be maintained to ensure it is fully functional throughout the life of the contract. The contractor must ensure that, when required, footage from the system is made available in line with CCTV codes of practice.
21. External advertising frames as detailed below are required for all vehicles.

T-Side frame (off side of vehicle)



Superside frame (nearside of vehicle)



SCHEDULE J: ADVERTISING/NOTICES

1. The contractor shall provide an interior A3 display case for notices relating to public transport as West of England Combined Authority may from time to time require.
2. Passengers are not permitted to smoke when travelling on contracted services and a notice to this effect should be clearly displayed on the vehicle.
3. The contractor shall not display any advertising on vehicles to be used on the contracted service that contains any of the following:
 - 4.1 party political advertising
 - 4.2 religious advertising
 - 4.3 tobacco advertising including e-cigarettes
 - 4.4 alcohol advertising
 - 4.5 pay-day loan advertising (being short-term consumer borrowing where an individual borrows small amounts of money at a very high rate of interest e.g Wonga.com and Quick Quid)
4. The Contractor must not sell or profit from advertising space either on the inside or the outside of the Vehicles, or advertise on tickets. There is an advertising contract in place separate to this contract. The Contractor will reasonably permit access to staff of the advertising Contractor to fit and remove advertising material on the vehicles.
5. The Vehicles used to provide the Contract Services must be supplied fitted with external T-Side and Superside frames as detailed in SCHEDULE I. The Contractor will be responsible for maintenance of these frames, and undertaking repairs to any damage, however caused.
6. The Contractor will indemnify the West of England Combined Authority for any reasonable advertising costs that could arise from damage, however caused, to fitted advertisements, save where such damage is caused, or materially contributed to, by the West of England Combined Authority or its employees, agents or contractors. The Contractor will indemnify the West of England Combined Authority for any advertising costs that could arise if the Vehicles are prevented from being in use on the Contract Services.
7. The current advertising contract is held by Global Media Entertainment. The contact is:

Craig Bailey
National Partnership Manager
Outdoor
Global Media & Entertainment Limited
+44 (0) 7968567619
www.global.com

SCHEDULE K: STAFF

Supervisors/Managers

1. The contractor must have at least one supervisor/manager on duty in the West of England area at all times when the contracted service is in operation.
2. The contractor is required to supply a monthly staff rota to West of England Combined Authority which is to include contact details for the on duty supervisor/manager.

Drivers

3. All vehicles supplied for the carriage of passengers must be in the charge of a competent and reliable driver. The driver must be licensed in accordance with the provisions of the relevant legislation. The contractor shall produce the relevant cope licence of any driver on reasonable notice for inspection by the Council.
4. The contractor must supply a dedicated pool of drivers for the contracted service, and should notify West of England Combined Authority of any changes to this. The contractor must have at least one spare driver on duty in the West of England area at all times when the contracted service is in operation.
5. The driver shall be of clean and smart appearance and courteous towards passengers at all times. Drivers shall wear a standard uniform either that of the contractor or a uniform specific to the contracted service and approved by West of England Combined Authority, to make them easily recognisable to passengers.
6. Uniforms shall be worn at all times whilst employed on the contracted service.
7. The contractor shall be able to communicate with drivers of vehicles operating the contracted service by radio, mobile phone or ETM messaging.
8. Any mobile phone communication must only be carried out when the vehicle is parked at a safe location and in compliance with the relevant legislation regarding mobile phone in vehicles.
9. Drivers will be required to operate the accessibility ramp at stops without raised boarding platforms, or where it has not been possible to dock at the platform appropriately to ensure wheelchair access.
10. Driver shall not smoke at any time when in charge of the vehicle on a contracted service. In the event of failure to observe this requirement, the Council may without monies due, as set out in Schedule B.
11. Where any other employee of the contractor is in the vehicle in the course of any contracted service, they shall comply with the requirements set out in this schedule.

SCHEDULE L: SUPPORTING DATA

1. The contractor shall supply each month to West of England Combined Authority full details of total passengers carried and a breakdown of the fares paid by ticket type.
2. This information should be supplied to West of England Combined Authority within 14 days of the beginning of the following month.
3. Where the contractor collects this in an electronic format, it shall be supplied to West of England Combined Authority in this format.
4. If the contractor fails to submit the data they will be liable to all deductions set out in Schedule B.
5. The contractor shall when requested by West of England Combined Authority submit for each day of operation details of the number of passengers carried on each individual journey. This will include the number of tickets issued and fares received from passengers. West of England Combined Authority will require this for one complete week in each quarter, per annum. West of England Combined Authority will advise the contractor of the required weeks.
6. The contractor shall provide each month to West of England Combined Authority full details of any journeys or part journeys not operated, during the previous month's operation.
7. West of England Combined Authority shall be entitled to call for such additional evidence as it may think fit to substantiate any account submitted by the contractor and shall be entitled to do so even if there is no reason to suspect that an account might be incorrect.

SCHEDULE M: COMMENTS AND COMPLAINTS

1. West of England Combined Authority shall send to the Contractor, within 7 days of receipt, all complaints received about the Contracted Service or its performance.
2. The Contractor shall send to West of England Combined Authority, within 7 days of receipt, all comments or complaints received about the Contracted Service or its performance. A copy of the written reply to a complaint must be forwarded to West of England Combined Authority within 21 days of the receipt of the original complaint.
3. When West of England Combined Authority seeks written comments following a complaint, the Contractor shall send a detailed response in writing to West of England Combined Authority within 14 days of the receipt of notification of the complaint. If the Contractor does not respond within 14 days he shall be deemed to accept the validity of the complaint which thereafter West of England Combined Authority shall be entitled to uphold and in consequence the Contractor shall be liable to all relevant deductions as set out at Schedule B.

SCHEDULE N: TIMETABLES AND PUBLICITY

1. Timetables for the contracted service will be promoted by West of England Combined Authority within its publicity programme which includes roadside displays and timetable leaflets. This does not preclude the contractor from issuing publicity material provided an acknowledgement of West of England Combined Authority support for any contracted services is included and a draft copy of the material is sent in advance to West of England Combined Authority for approval of the Director. West of England Combined Authority reserves the right to withdrawal any such material deemed by West of England Combined Authority not to be suitable. If the contractor fails to include an acknowledge in any material, West of England Combined Authority reserves the right to withhold certain monies as set out in Schedule B.
2. The contractor will be expected to co-operate wherever possible to publicise contracted services operated on behalf of West of England Combined Authority.
3. All registrations relating to the contracted service will be submitted in a timely manner.
4. Copies of all registrations sent to the Traffic Commissioner relating to the contracted service will also be sent to West of England Combined Authority at the same time.
5. The contractor will ensure that all contracted services timetables are verified on the Traveline system at a minimum of 28 days prior to the commencement of the service or as soon as practically possible if changing a service under agreed short notice. Failure to complete timetable verification within the required timescale may be subject to contract deductions as set out in Schedule B.

SCHEDULE O: CONDITIONS FOR REAL TIME INFORMATION (RTI) COMPLIANT TENDERED BUS SERVICES

1. The contractor must sign the West of England Real Time Information Operator Agreement, covering the operation and maintenance of RTI system and revenue costs associated with RTI system provision and maintenance.
2. The choice of RTI supplier is at West of England Combined Authority sole discretion. This is currently provided by Idox Software Ltd until December 2025 with the opportunity to extend the contract to a maximum of ten years (December 2028).
3. West of England Combined Authority will require the installation of real time information (RTI) on-vehicle equipment (Electronic Ticket Machine – ETM or other on-bus unit) capable of generating Automatic Vehicle Location (AVL) to recognised standards to permit the generation of real time predictions at bus stops, web-sites and via services provided by National Traveline and schedule adherence capability to support Traffic Signal Priority (TSP) at Key Traffic Signal Controlled Junctions across West of England Combined Authority.
4. The contractor will make all reasonable endeavours (except in the case of an emergency) to ensure that the contracted service or their successors are operated at all times with buses fitted with the necessary RTI equipment. Operators will endeavour to ensure that each month 95%+ of all journeys operated are tracked on the RTI system.
5. The contractor will make all reasonable endeavours (except in the case of an emergency) to ensure that the timetable for their service/s is verified as correct on Traveline and that the required timetable and schedule data for RTI is supplied to West of England Combined Authority no later **than ten working days prior to the service commencement/change date** in the required format; currently TransXchange 2.1 schema OR RTPI Template supplied by West of England Combined Authority with relevant ETM reference code/s and Running Board Number/s. **Failure to supply the necessary data within the required timescale OR incorrect format may be subject to contract deductions as set out in Schedule B.**
6. The contractor will pro-actively monitor the contracted service via the RTI system operator fleet management software. If the contractor does not already have access to the required software West of England Combined Authority will provide one licence for the contractor at no charge. The contractor shall bear the costs of any additional copies of the operator fleet management software as required.
7. West of England Combined Authority will monitor contractors RTI performance on a regular basis both remotely via the RTI system software and by roadside journey matching exercises. Services that are underperforming will be monitored and may be subject to contract deductions as set out in Schedule B.

SCHEDULE P: TRAVELINE

1. West of England Combined Authority has a statutory duty under Sections 139 – 141 of the Transport Act 2000 to determine what local bus information should be made available to the public and the way that it should be made available. West of England Combined Authority considers that the most economical, efficient and effective way to deliver a public transport information service is through the national, impartial, multi-modal Traveline service. West of England Combined Authority is in a partnership with 15 authorities in the South West called 'National Public Transport Information (NPTI) previously known as 'South West Public Transport Information' (SWPTI), for the purposes of delivery of national telephone enquiry service and both regional and national journey planning websites.
2. West of England Combined Authority requires the Contractor to meet the reasonable costs associated with the calls to Traveline related to any local bus service operated by the Contractor, regardless of whether the service or journey is operated on a tendered or commercial basis. NPTI has arranged for 'Transport Information Ltd' (TIL), to administer the collection of call costs from operators on behalf of all participating authorities. The reasonable costs associated with the Traveline telephone enquiry service will be the call costs apportioned to the calls received about the services operated by each operator, plus a reasonable administration charge related to the administration costs of TIL.
3. West of England Combined Authority requires the Contractor to pay all invoices relating to their call costs sent to the operator by TIL. Where the Contractor does not pay the amounts invoiced, West of England Combined Authority holds the right to deduct any sums owed to TIL incurred in relation to call costs attributable to the contracted service/s. West of England Combined Authority will reclaim the sums not paid from the Contractor, plus a £100.00 administration charge per invoice from the defaulting Contractor by deduction of any payments due to the Contractor for the operation of tendered local bus services on behalf of West of England Combined Authority as per Schedule B.

SCHEDULE Q: ADDRESSES FOR SERVICE

West of England Combined Authority
3 Rivergate
Temple Quay
Bristol
BS1 6EW

Contractor's Address

Company _____

Address _____

Postcode _____

Please confirm whether the above address is your registered office _____

**SCHEDULE R: WEST OF ENGLAND COMBINED AUTHORITY
REPRESENTATIVE AND CONTRACTOR'S REPRESENTATIVE**

West of England Combined Authority representative is: Nicola Phillips

Who can be contacted at:

West of England Combined Authority
3 Rivergate
Temple Quay
Bristol
BS16EW

Telephone:

e-mail: Nicola.phillips@westofengland-ca.gov.uk

The Contractor's representative is:

Name

Who can be contacted at:

Address _____

Postcode _____

Telephone _____

e-mail _____