

Dated

2009

Merseyside Passenger Transport Executive

- and -

_____ **Council**

- and -

_____ **(Bus Operator)**

**Bus Punctuality Improvement
Partnership Agreement**

Louise Outram
Secretary to the Executive
Merseyside Passenger Transport Executive
24 Hatton Garden
Liverpool L3 2AN

Ref: LAD/JCW/CON1951E/SB - 17.09.09

Bus Punctuality Improvement Partnership

C O N T E N T S

<u>Section</u>	<u>Page No</u>
1. Introduction	2
2. Background	2
3. Definitions	4
4. Objectives	4
5. Achievement of Shared Objectives	5
6. Use/Publication of Sensitive Information/Data	6
7. Interpretation	6
Appendix A: Data Sharing Agreement	7
- Schedule 1 Bus Operator Data	19
- Schedule 2 Council Data	20
- Schedule 3 Use of Data	21
Appendix B : Monitoring and Methodology	23
Appendix C: Proposed Joint Actions	24
- Integrated Corridor Management Approach and Plans	24
- Route Improvement Plans	24
- Operational Improvement Plans	26

Bus Punctuality Improvement Partnership Agreement

1. Introduction

- 1.1 This Bus Punctuality Improvement Partnership is an agreement between Merseyside Passenger Transport Executive (“the Executive”) and _____ Council (“the Council”) on behalf of the Merseyside LTP Partnership (“the LTP Partnership”) and _____ Bus Company (“the Bus Operator”) (collectively called “the Partners”) and is designed to facilitate improvement to the punctuality of bus services within Merseyside.
- 1.2 This document focuses on a data sharing agreement, the standards to be achieved and the measures that the Partners propose to implement, within the key area of punctuality.
- 1.3 The aim of the Bus Punctuality Improvement Partnership is, as part of an improved public transport offer, to continually improve and then maintain the punctuality of bus services operating within or originating/terminating within Merseyside.

2. Background

- 2.1 Rising levels of traffic and congestion have led to lengthening journey times along the major bus routes across Merseyside. Average journey times have lengthened by some 10 mins in the peak over last 5 years, and the variability of running times has worsened. This situation is being addressed through the Merseyside Local Transport Plan, which advocates a mixture of capacity improvements and demand management measures designed to control this growth in congestion.
- 2.2 In accordance with the provisions of the joint Merseyside Local Transport Plan, and within the context of a wider Quality Bus Partnership, through this Bus Punctuality Improvement Partnership, the Partners seek to build on the improvements already made and achieve a continuous citywide growth in bus passenger numbers.

Merseyside Local Transport Plan (LTP2)

- 2.3 The Partners have all signed up to the LTP, and the Merseyside Bus Strategy (MBS), and so demonstrated their commitment to improving the punctuality of bus services within Merseyside, recognising that improvements to punctuality can:

Contribute towards....	By....
Economic development	Providing improved journey times for commuters and freer flowing traffic
Reduced congestion	Providing a real alternative to the car for leisure and work trips
Improved air quality	Reducing the number of vehicles on the road
Improving social inclusion and accessibility	Creating more sustainable communities and improving opportunities for better access to training, jobs, healthcare and education.

- 2.4 Within the context set by LTP2 the objective of the MBS is:-

“...to provide a high quality bus network that meets the needs of the people of Merseyside in a secure, accessible, sustainable and cost effective way”

Traffic Commissioner

- 2.5 The Bus Punctuality Improvement Partnership also helps the Bus Operator maintain compliance with the Traffic Commissioner’s (bus industry regulator) standards under the Transport Act 1985 as amended (“the Transport legislation”) which requires the Bus Operator to register routes and times of local bus services that they operate.
- 2.6 Under the Transport legislation, bus operators are under a statutory obligation to adhere to that timetable set out at registration, failure to do so would render the Bus Operator liable to monitoring and enforcement by the Traffic Commissioner.

- 2.7 Traffic Enumerators will monitor punctuality at a number of sites and report findings back to the Traffic Commissioner. Where performance is poor bus operators will be given the chance to submit evidence of mitigating circumstances including variable and unpredictable congestion issues that are beyond the operator's direct influence or control.
- 2.8 All Partners are fully committed to resolving punctuality issues at the same time as maintaining a high quality level of service on the network. Progress achieved by the partnership will be reported to the Traffic Commissioner for the North West on an annual basis.

Traffic Management Act 2004

- 2.9 The Traffic Management Act 2004 places obligations on Local Transport Authorities to adopt policies that will ensure the efficient use of the road network and minimise delays to road users. As part of this obligation, each Local Transport Authority will be required to appoint a Traffic Manager, whose remit will be to direct the Authority's actions to minimise disruption to road users from congestion.
- 2.10 Under the Traffic Management Act 2004, Local Transport Authorities are required to work with relevant Partners including bus operators and Traffic Commissioners to develop improvement plans to ensure compliance with the Traffic Management Act 2004.
- 2.11 The Partners recognise that partnership working will help achieve mutual ends of a punctual public transport system and a free flowing road network.

3. **Definitions**

3.1 Punctuality is:-

- Adherence to the published timetable at all timings points on route.

3.2 Punctuality is currently generally short of the standard expected by the public. The PIP will seek to address this, by establishing a benchmark,

at the outset, of prevailing levels of punctuality along the designated route(s).

4. **Objectives**

4.1 For the Partners to jointly work to:-

4.1.1 Achieve the Traffic Commissioner's target of the specified percentage of journeys arriving within the window of 1 minute early to 5 minutes late at published timing points, in accordance with the Traffic Commissioner's (current) Practice Direction.

4.1.2 Ensure that at least 90% of advertised journeys run to time, recognising that **all** partners will have a role to play in achieving this target.

4.1.3 Minimise journey time delay and variability.

4.1.4 Reduce bus vehicle emissions resulting from more consistent speeds and reduced delay.

5. **Achievement of the Shared Objectives**

5.1 The shared objective for the Partners of improving bus punctuality across Merseyside is to increase the desirability of public transport as a means of managing congestion levels, and to support the development of sustainable transport routes to improve social inclusion, economic development opportunity & air quality within Merseyside.

5.2 The shared objectives will be achieved by:-

A Joint sharing and usage of data from monitoring surveys and any other relevant sources (subject to the provisions of the separate data sharing agreement) to establish levels of compliance, the reasons for any shortcomings and to identify means of improvement. This is demonstrated by the Data Sharing Agreement in Appendix A.

- B Achievable timetabling by the Bus Operator and the Executive (for contracted services), bearing in mind the generally prevailing traffic conditions.
- C Timely exchange of information and regular liaison so as to plan for any disruption to the highway network and to inform the public of significant punctuality shortcomings. To include where practicable, provision by the Council of estimates of delay to bus journeys and, where it is not possible to quantify such delay, to provide a statement to that effect.
- D Jointly identify causes and locations ('Hot Spots') of delays to services and targeted enforcement action by the Council to improve conditions.
- E The Council to give its enforcement priority to traffic regulation orders on bus routes, particularly in the morning and evening peaks.
- F Any investment by the Bus Operator in vehicles, ticketing equipment and training which should minimise boarding and alighting times, particularly for people with a mobility impairment.
- G A commitment to real time passenger information (RTPI) thereby reducing perceived waiting times and allowing passengers to make informed choices about their journey options.
- H A commitment to comprehensive route upgrading of the radial corridors, based upon the Integrated Corridor Management (ICM) Approach, including bus priority to reduce both journey time variability and journey times, subject to the availability of funding.
- I The Council to continue to invest in UTMC, and further, to enhance its control room functionality to achieve pro-active management of the network.

J The Executive will collect and analyse monitoring data as set out in Appendix B for the purpose of monitoring punctuality for LTP2, to provide a good cross section of punctuality at start points, mid route, and non-timing points. Where practicable, this data will be used to corroborate the data supplied by the Bus Operator. Additional surveys may be undertaken as required, where the existing datasets are not sufficient.

6. **Use/Publication of Sensitive Information/Data**

Data deemed to be either commercially sensitive or confidential in nature arising from this agreement will be subject to the “Data Sharing Agreement” which covers all data sharing activities between the Executive, the Council and the Bus Operator.

7. **Interpretation**

7.1 The details of the Agreement are set out in the Appendices and accompanying Schedules. The whole document is to be taken in its entirety when interpreting and applying the Agreement.

7.2 The Partners declare their commitment to the objectives of the Bus Punctuality Improvement Partnership, and the delivery of any improvement plans subsequently put in place by the Partners.

7.3 This Bus Punctuality Improvement Partnership will be reviewed from time to time or at the request of any of the Partners.

Agreed and accepted for and on behalf the Executive

Agreed and accepted for and on behalf of the Council

Agreed and accepted for and on behalf of the Bus Operator

.....Signed

.....Signed

.....Signed

.....Name

.....Name

.....Name

.....Title

.....Title

.....Title

.....Date

.....Date

.....Date

Data Sharing Agreement

Dated: _____

Merseyside Passenger Transport Executive

_____ (Council)

_____ (Bus Operator)

Data Sharing Agreement

THIS AGREEMENT made as of the

day of

2009

BETWEEN:

(1) **(BUS OPERATOR)** of

("the Bus Operator") **AND**

(2) _____ **COUNCIL** of

("the Council") **AND**

(3) **MERSEYSIDE PASSENGER TRANSPORT EXECUTIVE** of 24 Hatton
Garden Liverpool L3 2AN (hereinafter called "the Executive")

Context

The Data Sharing Agreement has been put in place for the purpose of sharing information between the Executive, the Council and the Bus Operator as part of the Punctuality Improvement Partnership. This Agreement formalises the relationship of the Punctuality Improvement Partnership through the sharing of mutually beneficial data for the purpose of allowing all parties to fulfil their designated roles and responsibilities in respect to Local Transport Plans and Traffic Commissioner Duties.

1. **Definitions**

1.1 In this Agreement, except where the context otherwise requires:-

"Bus" means a bus or coach belonging to The Bus Operator and used by it in the course of its business for the carriage of passengers, and "Buses" shall be construed accordingly;

"Confidential Information" means all data and information supplied by the Executive, Council or The Bus Operator under this Agreement whether in the form of written and/or printed documents (including facsimile transmissions), oral communications, data stored on

magnetic or electronic media or data communicated over communication lines, but does not include:-

- (a) information which is or which subsequently becomes within the public domain other than by reason of a breach of this Agreement;
- (b) information which the relevant Party can reasonably demonstrate was known by it, under no obligation of confidence, prior to its receipt of such information; or
- (c) information which becomes otherwise lawfully available to a Party other than as a result of a breach of any duty of confidence under this Agreement;
- (d) the Council Data set out in Schedule 1;

“Effective Date” means the date referred to in Clause 3.1;

“Review Meeting” has the meaning given in clause 6.1.

1.2 As used in this Agreement:

- (a) the masculine includes the feminine and the neuter; and
- (b) the singular includes the plural and vice versa.

1.3 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

1.4 References to Clauses and Schedules are unless otherwise provided references to clauses of and schedules to this Agreement. The Schedules form part of the terms and conditions of this Agreement.

2. **Background**

The purpose of this Agreement is to set out the rights and obligations of the Parties in respect of the sharing of Confidential Information.

3. **Agreement Period**

3.1 **Effective Date**

This Agreement shall take effect from _____.

3.2 **Termination**

This Agreement shall terminate on the earlier of:-

- (a) The expiry of 3 months written notice given by any Party to the other Parties;
- (b) the service by any Party on the other Parties of an appropriate notice on the happening of any of the events referred to in sub-clause 3.3 below; or
- (c) at any time by mutual written consent.

3.3 **Termination for Cause**

This Agreement may be terminated immediately by any Party by notice in writing served on the other Parties where any of the other Parties:-

- (a) is in material or continuing breach of any of its obligations under this Agreement and fails to remedy the breach (if capable of remedy) for a period of 30 days after written notice to do so is served on the Party in default by the other; or
- (b) if any Party becomes insolvent or any proceedings shall be commenced by or against the Party under any bankruptcy, insolvency or similar laws.

3.4 **Variation**

No addition to, or modification of, any provision of this Agreement shall be binding on any Party unless made in writing and signed by duly authorised representatives of all Parties.

3.5 Continuation of Rights

Termination or variation of this Agreement shall not prejudice the rights of any Party which may have arisen on or before the date of such termination or variation.

4. Effects of Termination

4.1 Upon termination of this Agreement for any reason whatsoever each Party shall, within 30 days of the effective date of termination, return all documentation, statements and other materials (and all copies thereof) provided to the Party under or in connection with performance of this Agreement and which contains Confidential Information of any other Party. If requested each Party shall certify in writing that it has fully complied in all respects with this provision after the return of such documentation.

5. Intellectual Property

5.1 In consideration of the rights granted to it pursuant to this Agreement, each Party acknowledges that all intellectual and industrial property rights in any images, data or other items or information received from any other Party shall belong to the disclosing Party.

5.2 The Parties hereby grant to the other Parties a royalty-free, revocable licence, to use or permit the use of, any images, data or other items or information produced or received from each Party for the purposes set out in Schedule 1, and from time to time agreed and included in Schedule 1, PROVIDED THAT the receiving Party shall not use or permit the use of such images, data or other items or information

without the prior written agreement of the disclosing Party where such use may:

- (a) reasonably be considered to be detrimental to the business interests of the disclosing Party, or
- (b) is by a person who may reasonably be considered to be a business competitor of the disclosing Party, or
- (c) where use is for financial gain

5.3 Each Party shall notify the other Parties promptly of any data supplied to them that does not fall within that set out within Schedule 1, and agree that all such data will fall outside the scope of the licence specified in this clause 5. The receiving Party will not use such data for any purpose other than in accordance with the prior written consent of the disclosing Party and will on the request of the disclosing Party return all copies of such data in its possession to the disclosing Party.

5.4 The obligations in this clause 5 will continue for 6 months beyond the duration of this Agreement.

6. **Review**

6.1 Provision of Review

The terms of this Agreement shall be reviewed in accordance with the following sub-clauses:-

6.1.1 Review Meetings

Reviews shall be carried out by way of a meeting between the Parties (the Review Meeting) who shall be obliged to attend such meeting.

6.1.2 Timing of Reviews

Reviews shall be carried out six-monthly during the currency of this Agreement; and at such other times as are required by any Party on giving reasonable written notice to the other.

6.1.3 Subjects for Review

Each Party must submit to the other details of those matters that it requires to be discussed at the appropriate Review Meeting in writing at least two weeks prior to the date of such meeting.

6.1.4 Outstanding Matters

If any outstanding matters referred to in a Review cannot be settled to the satisfaction of all Parties, any Party may refer such outstanding matter for dispute resolution in accordance with the terms of clause 9.5 below.

7. **Confidentiality**

7.1 Each Party undertakes with the other:-

7.1.1 to share the Confidential Information eg patronage and reliability figures, concessionary fare information for the purpose of improving services

7.1.2 to keep all Confidential Information belonging to the other Parties (including all portions and copies) secret and confidential in the same manner as its own Confidential Information;

7.1.3 not, without the written consent of the disclosing Party, to disclose or reveal Confidential Information (or any portion or copy) to any person other than to such officers or employees or

- sub-contractors to whom it is necessary to reveal such information for the furtherance of this Agreement;
- 7.1.4 not to use Confidential Information (or any portion or copy) other than in the furtherance of this Agreement;
 - 7.1.5 not to make any copies of any document, drawing, facsimile transmission or any magnetic or electronic medium upon which Confidential Information is stored or comprising or containing (in whole or in part) any Confidential Information without the prior written consent of the disclosing Party;
 - 7.1.6 to ensure that any Confidential Information received by it will be at all times within its possession or under its control;
 - 7.1.7 on termination of this Agreement, to return to the disclosing Party all documents and any data stored on magnetic or electronic media (including copies) which contain Confidential Information; and
 - 7.1.8 to ensure that all employees including those of any other authority which the Parties have agreed in writing shall have access to Confidential Information or subcontractors who may gain access to Confidential Information are informed of the confidential nature of that information and are contractually bound to safeguard that confidentiality on the same terms as this Agreement.
- 7.2 Each Party acknowledges and agrees that it will not use any of the other Parties' Confidential Information for any purpose without the prior written consent of such Party. If any Party wishes to make use of the

other Party's Confidential Information it shall notify the other Party (including full details of the use to be made, and the third parties to whom it may be disclosed) and the other party may at its sole discretion:-

7.2.1 grant its consent without conditions;

7.2.2 grant its consent with such conditions as it requires e.g. (but without limitation) requiring:-

- (a) that the outputs from the use of such Confidential Information not be disclosed to any third party without further consent from the other Party;
- (b) that third parties to whom Conditional Information is disclosed enter into confidentiality arrangements with the other Party;
- (c) destruction of data created after the use of the Conditional Information; and
- (d) a full indemnity in respect of loss or damage flowing from the use of Conditional Information; and/or

7.2.3 withhold its consent in respect of all or any part of the request.

7.3 The restriction on disclosure shall not apply to Confidential Information to the extent that it:-

- (a) is required to be disclosed by law (including under the Freedom of Information Act 2000) or by any governmental or other regulatory authority acting within the scope of its powers
- (b) is or becomes part of the public domain through no fault of the receiving Party

- (c) is known to the receiving Party prior to the disclosure by the disclosing Party without an obligation to keep such Confidential Information confidential
- (d) is subsequently furnished by the disclosing party to a third Party without restriction on disclosure or use
- (e) is subsequently obtained by the receiving party from a third Party without breach of any obligation of confidentiality owed to any third party or the disclosing Party;
- (f) is independently developed by the receiving party or within the receiving Party's group without any breach of this Agreement; or
- (g) is approved for public release by the disclosing Party and the disclosing Party shall give prior written notification of such disclosure to the other party where practicable.

7.4 The duty of confidentiality shall apply to Confidential Information for a period of 5 years from the date of its disclosure.

8. **Limitation of Liability**

The entire liability and responsibility for any and all claims, damages or losses arising from this Agreement for any Party shall not exceed One Million Pounds (£1,000,000) in any calendar year. Notwithstanding any provision contained herein, no Party shall be liable for any indirect, consequential, special, incidental or contingent damages or expenses, whether in contract, tort (including negligence) or otherwise, arising in any way out of this Agreement.

9. **Force Majeure**

No Party will be liable for any delays or failures to perform its respective obligations under this Agreement which are due to circumstances beyond its reasonable control (including for the avoidance of doubt but without limitation, fire, flood, explosions, electrical failures, acts of God, civil disorder or industrial action, acts or omissions of such Party). Each Party will inform the other Parties immediately if its performance becomes impossible due to a reason falling within this clause

10. **Waiver**

No delay, neglect or forbearance on the part of any Party in enforcing against the others any provision of this Agreement shall be or be deemed to be a waiver or in any way prejudice the rights of that Party under this Agreement.

11. **Entire Agreement**

This Agreement is made in good faith and contains all statements and representations upon which the Parties have relied in entering into it. This acknowledgement shall not apply to any misrepresentations and/or breaches of warranty which constitute fraud.

12. **Notices**

All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Notice may be delivered personally or by first class pre-paid letter or facsimile transmission using the numbers notified to the other Parties from time to time and shall be deemed to have been served if by hand when delivered, if by first class post

48 hours after posting and, if by facsimile transmission, when despatched. Addresses for the service of notices are as set out at the head of this Agreement.

13. **Dispute Resolution and Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. In the event of a dispute between the Parties with respect to the Agreement which dispute cannot be settled following good faith efforts by the Parties, the Parties agree to attempt to resolve said dispute by way of high level negotiations. If such negotiations are unsuccessful, the Parties agree to consider mediation using the services provided by the Centre for Dispute Resolution though nothing in this Agreement shall oblige any Party to enter into such mediation.

IN WITNESS WHEREOF this Agreement has been read, understood and signed by
duly authorised officials of the Executive, the Bus Operator and the Council.

Agreed and accepted for
and on behalf of

**MERSEYSIDE PASSENGER
TRANSPORT EXECUTIVE**

Agreed and accepted for
and on behalf of

COUNCIL

Signed

Signed

Name

Name

Title

Title

Date

Date

Agreed and accepted for
and on behalf of

BUS OPERATOR

Signed

Name

Title

Date

Schedule One

The Bus Operator Data

<u>The Bus Operator Data</u>	<u>Permitted Use</u>
Service timetable plan to bus stop level detail: <ul style="list-style-type: none">• Service Code• Trip ID – unique per journey• Journey Start Time	This data will be supplied by the bus operators to monitor punctuality and journey time data on the specified services along the PIP corridor.
Vehicle Position Data	It may also be used for RTPI purposes.
Bus Punctuality Data	To assist with journey time analysis, this data will be supplied by the bus operators to help in identifying locations and causes of bus delays.
Passenger Boarding/Alighting Data	This data will be supplied by the bus operators to help in identifying locations and causes of bus delays. The data will be also be used by the PTE to estimate patronage trends along the core radial corridors, to help identify the growth areas, and also provide evidence as to the areas where decline is occurring. This will assist with deriving more robust geographical and corridor patronage figures, to ensure LTP funds are targeted where they will be most effective.

Schedule Two

Council Data

<u>Council Data</u>	<u>Permitted Use</u>
Traffic Delay and Traffic Flow Data	To determine possible measures to minimise delay through identifying areas of congestion.
Traffic Signal Programme Data	<ul style="list-style-type: none">To assist with journey time analysis, this data will be supplied by <hr/>
Parking Violations and Enforcement Data	Council to help in identifying locations and causes of bus delays.
Road Works Management Data	To enable adequate planning for dealing with anticipated delays
ITIS data	<ul style="list-style-type: none">Traffic speed data (commonly referred to as 'ITIS data') is supplied by the company ITIS Holdings plc (Integrated Transport Information Services) to the DfT. The basic data results from a GPS-based tracking system that records the position every minute of vehicles that are signed up to the system.

Schedule Three

Use of Data

Responsibilities

The responsibilities of each of the Partners within the punctuality partnership are set out below:-

Responsibilities	
The LTP Partnership	Production and dissemination of monthly/quarterly monitoring reports Liaison with Police/Highways Agency/Parish and Town Councils Enforcement Activity Co-ordination of Route Improvement Plans Provision of the Local Transport Plan annual capital works programme for planning purposes
Bus Operator	Supply of punctuality data from manual/electronic collection methods in agreed format Co-ordination of Operational Improvement plans.

Reporting and Information Dissemination

Quarterly

Data will be collated and presented to Partners in standard quarterly Punctuality Performance Monitoring Reports. The reports will help to identify any route specific or operational issues that have had a negative effect on service punctuality. Where data allows, the following figures will be reported:

Local Transport Plan indicators:-

- 90% of buses starting their route on time
- 90% of buses on time at intermediate timing points
- To demonstrate an improvement in the punctuality of buses on time at non-timing points and in excess waiting time on frequent services.

Punctuality Performance Reports will be provided to the Partners at least a week prior to the appropriate meeting in order that appropriate comment on service performance and collected data can be made by the Partners. It is expected that

improved relative journey times for buses will be recorded to monitor the effectiveness of the PIP.

The reports will also include summary information on the improvement plans undertaken for the period of that the report covers.

Partners recognise that bespoke performance reports will be required on an ad-hoc basis and will mainly consist of performance data on specific routes where punctuality problems have been identified.

The quarterly performance reports will be subject to agreement by the Partners.

Monitoring and Methodology

- B1. For the purpose of monitoring reliability and punctuality for LTP2, the Executive collects roadside observational data at 14 locations across Merseyside, to provide a good cross section of punctuality at start points, mid route, and non-timing points. Where practicable, this data will be used to corroborate the data supplied by the Bus Operator. Additional surveys may be undertaken as required, where the existing datasets are not sufficient.
- B2. The Partners agree to adopt a co-operative approach to the monitoring and reporting of the punctuality of bus services in the administrative area of Merseyside
- B3. The methodology to be applied will be agreed between the Partners. A number of methodologies for data collection are available, including:-
- (a) GPS monitoring of punctuality through electronic ticketing systems.
 - (b) Programmed sampling techniques adopted by operators to measure performance standards – usually at bus stations – by manual recording of actual departure times.
 - (c) Routine roadside monitoring of bus punctuality where high service frequencies allow statistically significant off-bus monitoring to be achieved.
 - (d) Random spot checks undertaken at timing points to gauge adherence to timetables.
 - (e) Analysis of Real Time Information.
 - (f) [List others]
- B4. The targets for punctuality improvements are set out in Appendix A (schedule 3).

Proposed Joint Actions

Integrated Corridor Management Approach and Plans

Where problems or issues are identified that have a detrimental effect on service punctuality, improvement plans will be put in place by the Partners. These will consist of arrangements agreed by the Partners for overcoming the identified issues, which may include but not be limited to:-

- Traffic management issues
- Over crowding issues
- Physical constraints on the actual bus journey
- Operational issues

The Partners will seek to gather appropriate evidence relating to the problem or issue affecting service punctuality and develop options which will mitigate or rectify the adverse affect on punctuality and reliability.

Options available will include but not be limited to:-

- Traffic engineering measures
- Additional/enhanced bus services
- Intelligent traffic management systems
- Marketing and promotion campaigns
- Measures undertaken by the Bus Operator

Where actions are identified, responsibility for them will be attributed to either the Bus Operator, the Executive or the Council or where appropriate third parties.

Where actions are identified within improvement plans they will be monitored and progress will be reported at the appropriate meeting.

There will be two types of improvement plan. Route Improvement Plans will concentrate on service routes where punctuality is being negatively affected. Operational Improvement Plans will be mainly Bus Operator based and cover issues around the management of bus services.

Route Improvement Plans

In the event of punctuality being adversely affected along service routes the Partners shall first seek to gather data specific to that route with the aim of identifying and evidencing the issues to be dealt with. The data to be collected will include:-

- Punctuality at both timing and non-timing points along the route to be compared with scheduled service information.

- Traffic data along affected routes including:-
 - intelligence on possible or known causes of delays
 - location and duration of temporary traffic management measures
 - location and duration of third party utility works on the highway;
 - location and duration of current/recent highway maintenance works; and
 - route accident statistics
- Information on new developments along routes affected, eg size and location
- Operator information on boarding delays

Where appropriate additional observational surveys may be carried out to ascertain the nature of issues identified along specific routes.

Actions to be considered by each of the Partners are listed but not limited to those set out below:-

- Traffic management measures
- Use of intelligent transport systems and information provision – Urban Traffic Management Control
- Boarding at bus stops
- Management and or introduction of bus priority measures
- Highway engineering measures
- Improved mechanisms for dissemination of information on punctuality issues
- Route and timetable planning to consider punctuality issues
- Liaison with police on traffic management issues which affect bus punctuality
- Liaison and consultation with third party utilities carrying out highway works

Operational Improvement Plans

It is recognised that Partners engage in day to day activities that help to improve punctuality on bus services as and when required. If required full Operational Improvement Plans will be put in place which will consist of but not be limited to a combination of one or all of the actions listed below:-

- Actions to address vehicle and driver availability
- Actions to improve driver changeovers
- Liaison with traffic management team
- Bus stop issues common to more than one route
- General information dissemination on service disruption
- Vehicle allocation along routes
- Route and timetable planning to consider punctuality issues; route timetables may have to change following changes to the highway, eg speed limit change, that may affect journey times