

QUALITY PARTNERSHIP AGREEMENTS
(PTE/35/02)

Report of the Director of Resources

1. **Introduction**

1.1 The Committee will recall that the issue of Quality Partnership Agreements ("QPA") has been discussed by Merseytravel with bus operators over a number of years.

1.2 The Transport Act 2000 placed QPA's on a statutory footing. Passenger Transport Executives around the country have sought to agree non-statutory QPA's. Merseytravel is looking to a statutory QPA for the Merseyside area.

2. **The Legislation**

2.1 The Transport Act 2000 laid the legislative framework for the introduction of statutory QPA's. These sections were implemented in late October 2001.

2.2 A summary of the provisions is attached as Appendix 1.

2.3 In the event that QPA's are unsuccessful, the Transport Authority will need to provide evidence of failure and any reasons if the next stage quality contracts are to be pursued. The process for introducing quality contracts is attached as Appendix 2.

3. **The Introduction Process**

3.1 A statutory QPA must be advertised and specified organisations must be consulted (see Appendix 3 for process to be adopted).

4. **Merseytravel's QPA**

4.1 The Heads of Agreement in respect of QPA was stated in the Local Transport Plan. This formed the basis of discussion in respect of developing the Merseytravel QPA.

4.2 It was considered that the best mechanism to deal with QPA was to have a generic document which all parties with an interest in public transport and its associated issues will be invited to sign up to. It must be noted that this is not mandatory and organisations cannot be compelled to sign up.

- 4.3 The "mandatory requirement" will be once the adverts have been placed. Once this has taken place, there will be the generic/general "front end" agreement and the detailed appendices relating to the specific corridor to be adopted under the QPA.

5. **The Consultation Process for Merseytravel's QPA**

- 5.1 Merseytravel has sought to secure "buy in" to the process of QPA's. To this end, the negotiating team approached organisations to secure agreement and discuss those issues of concern:-

- (a) meetings with bus operators (large and small) nominated by the Bus Forum;
- (b) meetings with District Councils, together with a bus operator nominated by the Bus Group;
- (c) meetings with the police together with a District Council group and also the nominated bus operator.

- 5.2 The "agreed document" is annexed as Appendix 4.

6. **The Formal Process**

- 6.1 As can be seen from Appendix 1, to introduce a statutory QPA the criteria is laid down in the legislation. Once a corridor specific QPA is advertised there is a three month period specified for consultation. Provided this has been undertaken in accordance with the legislation then the transport authority may introduce the statutory QPA.

- 6.2 Once a QPA has been introduced, it is there to protect the "investments" of the parties and to guarantee what will happen within a particular corridor and will enable the Traffic Commissioner to reject bus registrations that do not comply with the QPA.

7. **Equal Opportunity Implications**

None.

8. **Environmental Implications**

- 8.1 It is expected that the introduction of and progress under QPA's will improve the environment for the citizens of Merseytravel and specifically the travelling public. It will do this by improving the buses utilised on corridors and the infrastructure and support provided.

- 8.2 It is expected that the QPA's will help to stabilise the network.

9. **Merseytravel's QPA and its Timetable**

9.1 The QPA is attached as Appendix 4. The Appendices to this document will be corridor specific and the detail will be progressed/developed by all those with an interest in the corridors. For example, the Projects Manager has worked with all the interested parties to develop programmes of work and the detailed development proposals which form the content of the Appendices.

9.2 The suggested timetable to launch corridor A from Liverpool City Centre-Bootle-Crosby-Thornton-Thornby-Southport-Crossens and Corridor Q from St Helens-Thatto Heath-Clinkham Wood including Lea Green is:-

1 July	-	Executive
5 July	-	Bus Forum
Early August	-	PTA
Early August	-	Advertise
November	-	Introduce QPA

10. **Recommendations**

10.1 The Committee is requested to:

- (a) note and approve the terms of the Quality Partnership Agreement (QPA);
- (b) endorse the proposal to advertise corridors A and Q;
- (c) note and approve the timetable;
- (d) authorise the Directors, in consultation with the Legal and Administration Manager, to prepare agreements in respect of other corridors as the details of the schemes are developed and seek approval to advertisement; and
- (e) exercise its delegated powers as a matter of urgency under Standing Order No. 78 in view of the timescales involved for advertising.

Report Prepared By:

Louise Outram, Legal and Administration Manager

Background Papers:

None

Contact for Media and Public Enquiries:

Tony Donlan

TRANSPORT ACT 2

QUALITY PARTNERSHIP AGREEMENT (SECTION 114 TO 123)

To make a Quality Partnership Scheme, a local Transport Authority should be satisfied that the scheme will, to any extent, implement the policies set out in that Authorities Bus Strategy or Strategies. A Quality Partnership Scheme is defined as a scheme under which the Authority provides particular facilities in the whole or part of their area and the operators of local services who wish to use the facilities must undertake to provide local services of a particular standard when using them.

Before setting the standards the Authority must be satisfied that both the provision of those facilities and the provision of local services of that standard will improve the quality of local services provided in the whole or any part of their area by bringing benefits to persons using those services, or reduce or limit traffic congestion, noise or air pollution.

A Quality Partnership Scheme can only be made when an Authority has complied with the notice and consultation requirements that are imposed by Section 115. The standard of service that can be prescribed in relation to the scheme can include the requirements which the vehicles being used to provide the services must meet, but should not include requirements as to frequency or timing of services.

To consider whether or not to make a Quality Partnership Scheme a local Transport Authority must have regard to the desirability of making a scheme jointly with another Authority and in the event that schemes are not entered into jointly, Transport Authorities should co-operate with one another.

Section 115 prescribes the notice of consultation requirements. Notice should be given in at least one local newspaper. It must either contain details of the facilities and standards of the services, or state where such can be inspected.

After giving notice of the proposed scheme the Authority or Authorities must consult all operators of local services who would be affected by it and such organisations that the organisation thinks fit to represent users in the area. Further, that the Traffic Commissioner and the Chief Officer of Police should be consulted and any other relevant Local Authority, together with any other persons as the Transport Authority thinks fit.

In the event that a scheme is progressed, then the scheme should indicate the facilities to be provided, the standard of services, the date of operation and the period for which it is to remain in operation. The date specified to come into operation must not be earlier than three months after the date on which the scheme is made or a later date if you are waiting for a Traffic Regulation Order.

Not later than fourteen days after the date on which the scheme is made, the Authority must give notice in at least one local newspaper and to all operators of local services. The notice should contain full details of the scheme and, if it is a modified scheme, state any modification and the fact that the scheme has been modified.

Section 117 allows the Authority to delay the implementation of a scheme but they can do so by a period not exceeding twelve months. Before taking such a decision they should consult all operators of local services who would be affected and not later than fourteen days after the date on which such a decision is made, they must give notice in the local newspaper and to operators of local services, together with the Traffic Commissioner.

The scheme sets the deadline for achievement of certain factors. The Authority must provide a specified service by a date not later than the date on which the scheme was to come into operation and should continue to provide them throughout the period in which it remains in operation.

An operator of a local service may not use facilities provided under a Quality Partnership Scheme unless he has given a written undertaking to the Traffic Commissioner that he will provide the service to a standard specified in the scheme when using the facilities and he provides a service to that standard when using the facilities except in relation to a period when he is temporarily unable to do so. Section 119 reserves powers to the Government to make regulations in respect of including existing facilities in Quality Partnership Schemes. Section 120 allows Authorities to vary schemes in the event that they decide it is appropriate to do so. Further, they are allowed to revoke the same.

TRANSPORT ACT 3

QUALITY CONTRACT SCHEMES (SECTION 124 TO 134)

A Quality Contract Scheme

The other type of formal arrangement is Quality Contract Schemes. The obligation here is that, in order to have a Quality Contract Scheme, it is the only practicable way of implementing the policies set out in the Bus Strategy and the proposed scheme will implement those policies in a way which is economic, efficient and effective. Once again, a scheme cannot be made unless the Authority has complied with the Notice periods and the requisite Approvals.

In these schemes the Authority determines what local services should be provided in the area to which the scheme relates, and local services may only be provided in that area in accordance with the Quality Contract. This grants and exclusive right to operate local services. The approval of the Secretary of State is required to enter into a Quality Contract Scheme.

In order to make a Quality Contract Scheme notice must be given in a local newspaper describing the scheme and the consultation is the same as for Quality Partnership Schemes.

Schemes can be postponed for any period as it thought fit but, once again, consultation should take place.

If the Government approves the scheme then the Authority that proposes it may make it as approved at any time not later than six months after the date of approval. The scheme should specify the area to which it relates, the date on which it is to come into operation and the period for which it is to remain in operation. It should outline the local services which are to be provided under the Quality Contract and the features of the proposed Invitation to Tender for the Quality Contracts.

Tender exercise should be undertaken in respect of operation of the services specified and the period specified should not exceed five years.

Tenders can only be accepted from someone who is the holder of a PSV Operator's Licence or a Community Bus Licence. Unless the contract is required so urgently for the purposes of maintaining an existing service, securing the provision of a service in place of a service which has ceased to operate or securing the provision of a service to meet a public transport requirement which has arisen unexpectedly.

Quality Contract Schemes may be varied by increasing the area, reducing the area or providing new exclusions from the scheme.

APPENDIX 3

A notice of a proposed scheme must be advertised in at least one newspaper circulating in the area to which it relates. The notice must contain full details of the facilities and standards of the services or state where such details may be inspected.

Upon giving notice the Authority or Authorities must consult all operators of local services who would be affected by it, such organisations appearing to the Authority to be representative of users of local services as they think fit (probably the local MAP meeting). Any other relevant local authority who would be affected, the Traffic Commissioner, the Chief Officer of Police and any such person that the Authority or Authorities think fit.

Section 116 deals with actually making the scheme. If the Authority or Authorities decide that it is appropriate to make the scheme then they may make it as proposed or with modifications. The scheme must specify the facilities to be provided the standard of services to be provided and the date upon which this become in operation. The period for which this is to remain in operation must not be less than five years. The date of implementation must not be earlier than the date provided by sub section 5. This states that it is three months after the date upon which the scheme is made, therefore we are looking at a date three months after the date of advertisement.

**QUALITY PARTNERSHIP
AGREEMENT - A**

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

This Agreement dated

2002

BETWEEN Merseyside Passenger Transport Authority and Executive (“Merseytravel”) of 24 Hatton Garden, Liverpool L3 2AN and

1. Bus Operators (“Bus Operators”) of
2. District Council (“Local Authority”) at
3. Chief Constable Merseyside Police Canning Place, Liverpool L69 1JD

[NB All Bus Operators and Local Authorities will need to be listed]

All collectively referred to as “The Partners”

WHEREAS:

- (A) The partners have acknowledged the need to deliver a high quality, fully accessible reliable public transport network in Merseyside in order to retain existing passengers, attract new passengers and improve the integration of public transport within Merseyside and that pursuant to the Transport Act 2000 the partners feel this will be best achieved through a partnership approach which aims to explore initiatives for co-ordinating investment and implementing complementary transport measures.
- (B) The parties acknowledge that the objectives in (A) are part of the regeneration agenda supporting social economic and environmental improvements Merseyside and a bid to reduce crime and disorder and promote partnerships as anticipated by the Crime and Disorder Act.
- (C) The objectives in (A) above can be best achieved by a partnership approach. This is not a partnership as defined by the Partnership Act and related case laws.
- (D) The partners have resolved to co-operate by entering into this Agreement with the aim of improving the quality and effectiveness of the Merseyside public transport network and in particular to achieve the following objectives in Merseyside:-
 - (1) improving the information facilities provided to passengers both before and during travel;
 - (2) providing a multi-modal multi-operator scheme see Schedule K;
 - (3) enhancing the comfort and well-being of passengers both before and during travel;
 - (4) reducing the frequency of changes to bus passenger services; see Schedule C;
 - (5) improving reliability and reducing journey times on the public transport network;
 - (6) establishing specific bus corridors where a minimum standard of service can be expected by passengers; and entering into Quality Partnership Schemes in respect thereof;
 - (7) improving interchange facilities between different modes of public transport;
 - (8) improving the integration between different modes of public transport and between public transport and other modes;
 - (9) improving the safety of passengers and staff on the public transport network;
 - (10) improving the reporting of incidents relating to public transport and the staff that work on the public transport network; and
 - (11) improving the service monitoring of public transport;

- (12) improving revenue protection with Merseytravel working with Bus Operators with the ultimate aim of eliminating fraud in Merseyside;
 - (13) improving bus priorities and layover facilities;
 - (14) improving the access to and accessibility of all services on the public transport network which will assist the regeneration of Merseyside communities;
 - (15) improving the environment by working on new initiatives and working with environmentally friendly policies and objectives;
 - (16) improving the use of the computerised complaints system operated by Merseytravel and determining common standards to provide feedback on public transport issues;
 - (17) reducing the number and impact of disruptions to the highway network by programming and scheduling road maintenance structural renewals and other highway works wherever possible to match the Corridor Implementation Programme; and
 - (18) establishing a Corridor Management Structure to deliver public transport improvements.
- (E) Merseytravel and the Local Authorities have adopted and support a County-wide transportation policy set out in the Local Transport Plan (LTP) which encourages greater use of public transport and the strengthening of economic activity and promoting social inclusion in locations which can be effectively served by public transport.
- (F) Merseytravel and Local Authorities have prepared and adopted what is now a statutory LTP and finalised this by 31 July 2000. The LTP forms the basis of a 5 year plan for the Merseyside area.
- (G) The partners are committed to participating in forums which deal with travel safe initiatives, the development of protocols in respect of transportation issues, and related transport forum.
- (H) The County has been declared a Centre of Excellence for Integrated Public Transport provision and for Transport Planning.
- (I) The Partners were signed up to the principle of a Quality Partnership Agreement in June 2000 which was attached to the LTP Submission.
- (J) The Partners have identified fifteen public transport corridor routes in the LTP.
- (K) The Partners are committed to the improvement of public transport by bus on major routes as specified in Appendix B.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

In this Agreement, except to the extent that the context otherwise requires:-

1.1 The following words shall have the following meaning:-

“Automatic Vehicle Location”	shall mean equipment fitted to vehicles to assist the provision of real time information, bus priority at traffic lights and for the purposes of timetable schedule adherence;
“Agreement”	shall mean this Agreement;
“Bus Company”	shall mean a bus operating company not party to this agreement;
“Bus Corridor”	shall mean the routes by road identified on the plan annexed in Schedule B;
“Bus Forum”	shall mean the Merseyside Bus Forum, a meeting of Merseytravel and the Bus Operators;
“Corridor”	shall mean the route specifically identified in Schedule B;
"Corridor and Centre Bus Service Enhancement Strategies"	shall mean those policies and strategies as indicated in the Local Transport Plan and the Bus Strategy;
“Corridor Implementation Programme”	shall mean the programme annexed in Schedule A;
“Corridor Management Structure”	shall mean the structure outlined in Schedule D;
“Corridor Specific Quality Partnership Initiative”	shall mean those routes identified as corridors and for which improved infrastructure and equipment is proposed;

“Corridor Steering Group”	shall mean the group identified in Schedule D;
DDA Accessibility Standards”	shall mean those standards set out in the Disability Discrimination Act;
“Franchise Agreement”	shall mean the two franchise agreements in respect of the Merseyside Rail Service entered into by Merseyside Passenger Transport Executive, the SRA and the Train Operating Company;
“Interchange Points”	those points specified as such on the Strategic Network, together with such other points as Merseytravel and the Partners may from time to time agree where one mode of transport within the Counties public transport network meets and interconnects with one or more other modes of transport or where services of one mode connect with one another;
“LTP”	shall mean the Merseyside Local Transport Plan;
“Selective Vehicle Detection”	shall mean equipment utilised to provide priority at traffic signals and related equipment;
“Service Registration”	shall mean registration served by the Operators on the Traffic Commissioners indicating the times and frequencies of their services;
“Strategic Network”	shall mean the public transport network set out in the plan annexed in Schedule A;
“The County”	shall mean the Metropolitan County of Merseyside;
“Traffic Regulation Orders”	shall mean orders promoted by the local authority to legally prescribe vehicular activity on the public highway;
“Transport Operator”	shall mean those companies that operate Bus, Rail and Ferry services;

“Transport Services” shall mean the public transport services provided by the Bus Operators, the Rail Operators and Mersey Ferries together with the infrastructure provided by Merseytravel.

- 1.2 Words importing the singular include the plural and vice versa, and words importing any one gender include all genders.
- 1.3 References to clauses or Schedules are to clauses of or Schedules to this Agreement and references to sub-clauses are to sub-clauses of the clause in which the reference appears.
- 1.4 Headings and references to headings shall be disregarded in construing this Agreement.

2. **Merseytravel’s Obligations**

- 2.1 Merseytravel’s primary role in this process is one of Project Manager and Co-ordinator responsible for the planning, administration, programming and implementation of the Corridor Implementation Programme.
- 2.2 Merseyside Passenger Transport Authority endorses the objectives set out in this Agreement and the Executive’s participation in this Agreement
- 2.3 Merseytravel shall:-
 - (i) Act as Project Managers for the Corridor and set up an appropriate Steering Group and sub groups in order to deliver and implement public transport proposals;
 - (ii) Consult the Bus Operators in respect of the phasing of the fifteen bus corridors highlighted in the LTP;
 - (iii) Determine the outline design of the bus priority measures and schedule of bus stop infrastructure improvements in liaison with the local authorities and Merseyside Police and consult the Bus Operators in relation to the same;
 - (iv) Discuss the bus corridor at the Bus Forum;
 - (v) Let and oversee of contracts for the installation of bus shelters and all other bus stop related infrastructure;
 - (vi) Improve passenger information including where appropriate real time passenger information both along the bus route and in appropriate locations within the area served;
 - (vii) Consult with the public in respect of the specific corridor improvements and promote its use;
 - (viii) Undertake ‘Before’ and ‘After’ monitoring studies;

- (ix) With the partners provide bus stop improvements;
- (x) Encourage the Councils to maintain appropriate kerb heights;
- (xi) Comply with the performance standards set out in Schedule H in respect of those Merseytravel owned bus stations within the County which are specified in Schedule I;
- (xii) Ensure that the Mersey Tunnels are aware of the obligations in this Quality Partnership Agreement and ensure that their obligations are complied with;
- (xiii) Co-operate in any future Corridor Specific Quality Partnership Initiative; Ensure wherever possible that the Franchise Agreements in respect of the Rail Service shall comply with the terms of this Quality Partnership Agreement and attempt to ensure the integration of public transport services; and
- (xiv) Ensure that the Mersey Ferries are aware of the obligations within this Quality Partnership Agreement and attempt to integrate public transport services.

2.4 Established user views shall be transmitted to the Quality Partnership Monitoring Committee.

3. **Merseytravel and the Local Authorities' Obligations**

3.1 Merseytravel and the Local Authority shall provide where appropriate:-

- (i) Detailed design and schedules for bus priority measures;
- (ii) Improved passenger access to bus stops utilising, for example, tactile drop crossings and carriageway refuges as appropriate;
- (iii) Identification of the need for improved passenger information on bus services and an expansion of the real time information display network;
- (iv) Enhanced lighting and better seating provision in the waiting environment at bus stops and interchange points;
- (v) Improved bus bay carriageway lining involving the use of coloured surface finishes in accordance with the design standards for bus stop layouts in Schedule J;
- (vi) Enhanced maintenance and cleaning of the new infrastructure;
- (vii) Measures to achieve level boarding at bus stops and interchanges;
- (viii) Co-operate in any future Corridor Specific Quality Partnership Initiative; and

- (ix) Identify any information that may be required to implement any Corridor Specific Quality Partnership Initiatives. The partners shall determine what information is required and who shall provide such information. In the event that such information is not available within each party's current system the partners shall determine who shall procure and who shall pay for such information being provided.
- 3.2 The Local Authority and Merseytravel shall consult the other partners to this Agreement in respect of modifications as considered in 3.1 above.
- 3.3 Merseytravel shall where practicable ensure that contracts for subsidised services have a minimum lead in time of 13 weeks from the date of award.

4. **Local Authority Obligations**

- 4.1 Within the context of Corridor and Centre Bus Service Enhancement Strategies and the Local Authority's approved Local Transport Plan Programmes, the Local Authority shall:-
- (i) Provide Highway bus priority applications such as bus-lanes, bus gates, advance signal stop lines and other traffic management applications where appropriate;
 - (ii) Implement traffic signal improvements via a network system involving the use of Selective Vehicle Detection and Automatic Vehicle Location for buses, together with isolated signal improvements where appropriate;
 - (iii) Consult with all relevant partners, particularly the Bus Operators to determine appropriate Traffic Regulation Orders to facilitate public transport along the corridors and wherever possible will introduce 12 hour parking restrictions bus priorities;
 - (iv) Progress contractual arrangements for any highwork works including site supervision;
 - (v) enhance enforcement applications via the use of camera technology, additional signage and road layout amendments where appropriate;
 - (vi) Provide a link with Local Authority Departments and other outside authorities and organisations including statutory undertakings;
 - (vii) Provide to Merseytravel appropriate and available data relating to traffic flows, road traffic accidents or any other data necessary to progress the work on the corridor;
 - (viii) Comply with Schedule G;
 - (ix) Co-operate in any future Corridor Specific Quality Partnership Initiative; and

- (x) If the powers are available to the Local Authority or to Merseytravel enforce waiting restrictions and target areas where illegal parking is disrupting bus movement; and
- (xi) Ensure that the Highways Agency is aware of any initiative within their area and wherever possible ensure their compliance with the terms of this Quality Partnership Agreement.

5. **Bus Operators Obligations**

- 5.1 The main function of the bus operator is to provide and operate the services on the corridor specified using low floor, fully accessible, high quality vehicles, together with enhanced customer care operations via a dedicated team of professional drivers and managers.
- 5.2 The Bus Operators shall:-
 - (i) Provide and operate bus services on the bus corridors for which they have registered bus services.
 - (ii) Provide low floor fully accessible vehicles with wheelchair access to DDA accessibility standards and fuelled by low emission diesel engines or eco-friendly fuels save in exceptional circumstances;
 - (iii) Provide reliable services in accordance with the Service Registrations;
 - (iv) Maintain driver training and customer care to National Vocational Qualification level 2 standard;
 - (v) Provide fully maintained and reliable vehicles;
 - (vi) Ensure where reasonably practicable that ticket machinery is compatible to the latest technology for introducing real time passenger information and automatic vehicle location applications;
 - (vii) In respect of corridor services identified in Schedule B minimise changes to timetables, routes or periods of operation of commercial bus services and that, as far as practicable, significant changes will not be made in respect of any individual service more often than the frequency established in Schedule C;
 - (viii) Co-operate in any future Corridor Specific Quality Partnership Initiative where the Bus Operator operates or proposes to operate bus services.

6. **Merseyside Police Obligations**

- 6.1 The parties recognise that the Merseyside Police obligations are subject to the exigencies of the service as identified by the Chief Constable of Merseyside.

- 6.2 The Merseyside Police will work actively with partners to address problems positively.
- 6.3 The Merseyside Police recognise the need to work with communities and improve public confidence in Merseyside Police and other partner agencies.
- 6.4 Merseyside Police will actively engage in dealing with quality of life issues reassuring the public as well as continuing to tackle crime and disorder.
- 6.5 The Merseyside Police either independently or in conjunction with the Mersey Tunnels Police, security agencies and other partners as appropriate shall:
 - (i) Support, provide and assist with enforcement in respect of the:-
 - (a) Bus lanes and areas of road space reallocation for the use of buses;
 - (b) Traffic enforcement measures;
 - (c) Protection of staff, passengers, equipment/infrastructure.
 - (ii) With the other partners provide reassurance to members of the public in respect of the safety of public transport and associated issues.
 - (iii) Shall work with the other partners to tackle the fear of crime and address identified problems.
 - (iv) Take part in any future Corridor Specific Quality Partnership Initiative.

7. **All Partners**

The partners agreed they shall work together to develop protocols in respect of transportation issues. These protocols shall specifically cover travel safe issues, CCTV and measures to improve public perception in respect of transportation issues. Details of the current protocols are attached as Schedule G and Schedule N.

8. **Merseytravel and Bus Operators' Obligations**

- 8.1 Merseytravel and the Bus Operators shall:-
 - (i) co-operate for the purpose of providing comprehensive publicity and information services to passengers and all other members of the public covering all public transport services provided within the County, whether by Partners to this Agreement or otherwise as detailed in Schedule F;

- (ii) develop, introduce, operate and promote a comprehensive multi-modal, multi-operator scheme for the purpose of enabling passengers to interchange freely between modes of public transport, and services, offered by different Bus Operators, whilst travelling on a single ticket as detailed in Schedule K.

8.2 For the purposes of reducing the frequency with which the Bus Operators register and de-register changes to commercial bus services operating in the County and thereby ensuring that publicity and information relating to changes in such services can be provided to passengers in a timely manner:-

- (i) the Bus Operators shall provide a full timetable incorporating proposed changes to services (other than those relating to services for schools or specified events) to Merseytravel (which Merseytravel shall keep confidential) at least eight weeks prior to any date on which changes to commercial bus services will take effect, in order to enable Merseytravel to produce revised timetables for such services with the exception of those services which have an impact on electronic real time passenger information where thirteen week's notice shall be provided.

8.3 Insofar as any of the Bus Operators introduces a change to a commercial bus service operating in the County giving less than 8 week's notice of any change taking place then Merseytravel shall be under no obligation to produce a revised timetable taking account of such a change until 8 weeks after the date on which Merseytravel receives notification of the relevant change, provided that if the Bus Operator agrees to indemnify Merseytravel against all costs it reasonably incurs in producing a revised timetable prior to such date Merseytravel shall use its reasonable endeavours to produce a revised timetable as soon as practicable.

9. **Interchanges**

9.1 In order to increase patronage on public transport all partners shall co-operate in implementing measures to improve the co-ordination of interconnecting public transport services and to facilitate and encourage use of the interconnecting services through:-

- 9.1.1 the way in which potentially interconnecting public transport services are scheduled and operated;
- 9.1.2 the provision of information and signage relating to interconnecting services;
- 9.1.3 the waiting and information facilities at Interchange Points;
- 9.1.4 multi operator ticketing; and
- 9.1.5 the interface between public transport modes, walking and cycling.

- 9.2 Provided that the partners shall not be obliged to do anything which materially disadvantages any one Transport Operator or diminishes passenger choice.

10. **Admission of Bus Operators and Other Partners**

- 10.1 Any Bus Company operating in the County which is not a party to this Agreement shall become a party hereto immediately after such Bus Company has executed and delivered to Merseytravel a deed of adherence, in such form as Merseytravel reasonably requires, under which such Bus Company agrees to observe and perform and be obligated by all the terms of this Agreement which are capable of applying to the Bus Company.
- 10.2 Merseytravel shall keep all partners to this Agreement informed of the identity of any new Party to this Agreement pursuant to Clause 10.1.
- 10.3 The partners to this Agreement shall co-operate with each other so as to allow other persons or bodies who are public transport operators in the County or public bodies who have an interest in public transport in the County to become party to this Agreement.
- 10.4 Consideration shall be given by the Partners to this Agreement as to whether Partners outside the County should be invited to sign up to this Agreement.

11. **Computerised Complaints System**

- 11.1 Merseytravel shall provide a facility as a central complaints organisation on behalf of the Bus Operators. Merseytravel shall furnish any complaints made to the relevant Bus Operators as soon as possible after receipt.
- 11.2 The Bus Operators shall ensure that the responses to complaints are made available to Merseytravel. The Bus Operators shall respond to all complaints within 28 days of receipt.
- 11.3 Merseytravel shall ensure that a composite report is prepared and furnished to the appropriate forum indicating the complaints received and any issues arising therefrom.

12. **Termination**

- 12.1 This Agreement shall commence on the date hereof and shall continue for a period of 5 years, provided that any party may terminate its rights and obligations hereunder by giving to the other partners six months notice in writing expiring at any time on or after the first anniversary of the date hereof.

13. **Waiver**

13.1 No delay, neglect or forbearance on the part of either party in enforcing against any other party any term or condition of this agreement shall either be or be deemed to be a waiver or in any way prejudice any rights to that party under this agreement.

13.2 All matters can be referred to the Quality Partnership Monitoring Committee.

14. **Notices**

14.1 Any notice to any party shall be posted to that party is at their last known address as indicated in Schedule L or such other address as that party may have from time to time designated for that purpose.

14.2 Any notice to be given hereunder shall be sent by pre-paid recorded delivery or registered post and shall be deemed to have been received by the addressee within 72 hours of posting.

15. **Breach of this Agreement**

15.1 A Quality Partnership Monitoring Committee shall be established in accordance with Schedule M.

15.2 Any breach of this Agreement or subsequent breach of a detailed Quality Partnership Initiative shall be referred to the Quality Partnership Monitoring Committee.

15.3 The Partners agree to provide representation to the Quality Partnership Monitoring Committee should this be necessary.

15.4 Any decision of the Quality Partnership Monitoring Committee shall be reported to the Bus Forum and the Integrated Transport Forum.

16. **Intelligence Sharing/Data Protection**

The parties agree that they will share any data specifically in accordance with Section 17 and Section 115 of the Crime and Disorder Act 1998 and Section 29 of the Data Protection Act 1998 which may assist the other party in dealing with any of the issues identified in this agreement. The parties all agree that such information shall be kept confidential unless specifically indicated as information being in the public domain. The parties shall all abide by Data Protection legislation in respect of intelligence shared between the parties.

17. **Promotion**

The parties agree that they shall develop a joint promotional strategy of the Quality Partnership Agreement and associated issues and financial contributions to be determined between the parties to promote the objectives of this agreement.

SCHEDULES TO QUALITY PARTNERSHIP AGREEMENT

- Schedule A - LTP Corridors and Centres
- Schedule B - Details of route and area relating to Corridor
- Schedule C - Details of services operating along Corridor
- Schedule D - Details of delivery team and Corridor Implementation Group/Sub Group
- Schedule E - Inventory of public transport interchange and facilities to be implemented as part of Corridor
- Schedule F - Details of information strategy to be applied to Corridor
- Schedule G - Details of protocol for dealing with bus priorities
- Schedule H - Performance Standards - Merseytravel Bus Stations
- Schedule I - Merseyside Bus Stations operated by Merseytravel
- Schedule J - Bus Stops - Highway and Traffic Engineering Standard Details
- Schedule K - Multi operator scheme
- Schedule L - Notices
- Schedule M - Quality Partnership Monitoring Committee
- Schedule N - CCTV protocol