

DATED _____ **2014**

(1) THE KENT COUNTY COUNCIL

(2) TONBRIDGE AND MALLING BOROUGH COUNCIL

The A20 Project

QUALITY PARTNERSHIP SCHEME

relating to the Scheme Area running along
London Road (A20) from the junction with
Coldharbour Lane (Coldharbour Roundabout) in
a westerly direction, to the junction with Ashton
Way (A228) and Castle Way.

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THIS PARTNERSHIP AGREEMENT is made the day of Two
Thousand and Fourteen

BETWEEN:

- (1) The Kent County Council of Sessions House, County Hall, County Road, Maidstone ME14 1XQ (the “Lead Authority”) and
- (2) Tonbridge and Malling Borough Council of Gibson Building, Gibson Drive, Kings Hill, West Malling, ME19 4LZ (the “Borough Council”)

RECITALS:

- (A) This Quality Partnership Scheme in respect of the A20 running along London Road (A20) from the junction with Coldharbour Lane (Coldharbour Roundabout), in a westerly direction, to the junction with Ashton Way (A228) and Castle Way (“the Scheme”).
- (B) The Scheme is made by the Lead Authority and the Borough Council (together the Authorities) in accordance with Sections 114 to 123 of the Transport Act 2000 (as amended and the Quality Partnership Schemes (England) Regulations 2009).

1. DEFINITIONS AND INTERPRETATION

- “**Commencement Date**” Means 1st August 2014
- “**Excluded Service**“ Means any local bus service or class of local bus services set out in Schedule 3.
- “**Facilities**” Means, subject to regulations made under s. 119 of the Transport Act 2000 (as amended):
 - a) all infrastructure, equipment and services provided along routes in the Scheme Area; and
 - b) all infrastructure, equipment and services which are ancillary to (a) and which are:
 - i provided by the Authorities for the benefit of the registered local bus services participating in the Scheme and
 - ii set out in Schedule 3

“Local Service”	Means any registered local bus service which: <ul style="list-style-type: none"> a) is so defined by section 2 of the Transport Act 1985; and b) is not an Excluded Service.
“Participating Operator”	Means a bus operator who uses the Facilities in the operation of a Local Service and who has given a written undertaking in the form attached at Schedule 1 to the Traffic Commissioner that, when using the Facilities on any date, it will provide the Standard of Services as it has effect in relation to that date.
“Qualifying Agreement”	Has the meaning set out in paragraph 17(4) of Schedule 10 of the Transport Act 2000 (as amended).
“RTI”	Means Real Time Information.
“Scheme Area”	Has the meaning set out in Clause 4.1
“Standard of Services”	Means the standard set out in Schedule 3.
“the 2000 Act”	Means the Transport Act 2000 (as amended).
“Traffic Commissioner”	Has the meaning as set out in section 82(1) of the Public Passenger Vehicles Act 1981 (as amended).
“Voluntary Partnership Agreement”	Has the meaning set out in section 153 (2) of the Transport Act 2000 (as amended).

2. DATE AND PERIOD OF OPERATION

- 2.1 The Scheme will come into operation on the Commencement Date.
- 2.2 The Scheme will operate for a period of 10 years from the Commencement Date subject to variation or revocation in accordance with s120 of the 2000 Act.

3. SCHEME PURPOSE AND OBJECTIVES

- 3.1 The purpose of the Scheme is to improve the quality of bus services operating in the Scheme Area.

- 3.2 The Authorities will provide the Facilities set out in Schedule 3 as being their respective responsibility and Participating Operators will provide Local Services to the Standard of Services.
- 3.3 The Authorities are satisfied that the Scheme will contribute to the implementation of their local transport policies and thus will meet the requirements of s114 (1) of the 2000 Act.
- 3.4 The Authorities are satisfied that both the provision of the Facilities and the provision of Local Services to the Standard of Services will:
- 3.4.1 improve the quality of Local Services provided in the Scheme Area by bringing benefits to persons using those services and
 - 3.4.2 reduce or limit traffic congestion, noise and air pollution
- and thus will meet the requirements of s114 (3) of the 2000 Act.
- 3.5 The Lead Authority is satisfied that the competition test in Part 1 of Schedule 10 to the 2000 Act has been met in respect of the Scheme.
- 3.6 The Lead Authority confirms that the notice and consultation requirements of s115 of the 2000 Act have been complied with.
- 3.7 The Authorities and Participating Operators will enter into and implement Voluntary Partnership Agreements. This will initially be fulfilled through the existing Maidstone Quality Bus Partnership Scheme, but may be reviewed in future. The Voluntary Partnership Agreements will include a framework for making enhancements such as but not limited to:
- 3.7.1 quicker journey times
 - 3.7.2 increased frequency
 - 3.7.3 later operation of commercial service in evenings
 - 3.7.4 earlier start of commercial service in mornings
 - 3.7.5 extension of commercial operation on Sundays and Bank Holidays
 - 3.7.6 installation of CCTV on vehicles
 - 3.7.7 Implementation of further smart ticketing products
- and to cover other issues such as the co-ordination of timetables and ticket inter-availability.
- 3.8 The Authorities will seek to make maximum use of contributions towards transport provision from appropriate developments. Any such funding may be used at the discretion of the Authorities, who will take the views of Participating

Operators into account, for improvements to the Facilities or for enhancements to Local Services, subject to the conditions pertaining to it.

- 3.9 The Scheme may be supported as appropriate by Qualifying Agreements between Participating Operators.
- 3.10 The Authorities and Participating Operators will enter into and implement an agreement to work together to improve the punctuality and reliability of Local Services in the Scheme Area (a “Punctuality Improvement Partnership Agreement”), if required.
- 3.11 The Participating Operators will enter into a Data Sharing Agreement in the form set out in Schedule 2.

4. SCHEME AREA AND SCOPE

- 4.1 The Scheme shall cover the Scheme Area along London Road (A20) from the junction with Coldharbour Lane (Coldharbour Roundabout), in a westerly direction, to the junction with Ashton Way (A228) and Castle Way. The Scheme Area is approximately three miles in length.
- 4.2 In respect of Local Services using the Facilities that form part of bus routes extending beyond the Scheme Area, Participating Operators are required to meet the Standard of Services on that part of those bus routes within the Scheme Area only.

5. FACILITIES

- 5.1 The Authorities will make the Facilities available to Participating Operators as referred to within Schedule 3 as their respective responsibility and until the Scheme ceases to have effect.
- 5.2 As part of the obligation in Clause 5.1, the Authorities may arrange any contractual or other arrangement necessary to deliver the Facilities and maintain them whilst the Scheme has effect.
- 5.3 Clause 5.1 does not apply in relation to any period during which the Authorities are temporarily unable to fulfil their obligations due to circumstances beyond their control. Notwithstanding this, the Authorities will use all reasonable endeavours to minimise the impact of any disruption to Local Services.
- 5.4 In respect of Clause 5.3, “temporarily” means “for a period not exceeding fourteen days” and “circumstances beyond their control” include emergency road works, severe weather, flood, industrial action and emergency incidents.
- 5.5 Standards for the implementation, modification and maintenance of the Facilities are set out in Schedule 3.

6. CONDITIONS OF USE

- 6.1 A bus operator may not use any of the Facilities in connection with the provision of a Local Service unless:
- 6.1.1 he is a Participating Operator; and
 - 6.1.2 the local bus service is a Local Service which is provided to the Standard of Services when using the Facilities except for any period during which the Participating Operator is temporarily unable to do so owing to circumstances beyond his control (provided that the Lead Authority is notified in writing of the reason and anticipated duration of this breach as soon as is reasonably possible after the anticipated breach becomes apparent).
- 6.2 In respect of Clause 6.1.2, “temporarily” means “for a period not exceeding fourteen days” and “circumstances beyond his control” include emergency road works, severe weather, flood, industrial action and emergency incidents.
- 6.3 A registered local bus service other than a Local Service or Excluded Service may not use the Facilities.
- 6.4 Any bus operator who uses the Facilities in connection with the provision of a local bus service but fails to comply with Clause 6.1 may be subject to action by the Traffic Commissioner in accordance with s26 of the Transport Act 1985 and s155 of the Transport Act 2000 (as amended).

7. MONITORING AND REVIEW

- 7.1 The Authorities and Participating Operators will hold regular meetings to monitor the operation of the Scheme and the Voluntary Partnership Agreements associated with it.
- 7.2 Targets for improvements to bus journey times, reliability and passenger satisfaction will be set in a Voluntary Partnership Agreement between the Authorities and Participating Operators at the start of the Scheme. These targets will be made with reference to the standards set by the Traffic Commissioner. The Authorities and Participating Operators will work together to collect data and monitor progress towards the targets and the responsibilities of the parties will be set out in the Voluntary Partnership Agreement.
- 7.3 In the event that the Authorities are unable to obtain bus journey time and reliability information from the RTI system to be implemented as part of the Scheme, Participating Operators will use all reasonable endeavours to provide such information fourteen days prior to any review meeting but no later than seven days prior.

- 7.4 Participating Operators will be required to review their maximum fares prior to the same being introduced on 1st April each year. Any maximum fee adjustment shall reflect any cost changes during the twelve months period up to and including 31st October of the preceding year in line with the Retail Price Index as set out in Schedule 3 or as otherwise agreed with the Lead Authority.
- 7.5 The Authorities may review the requirements as to frequencies, timings, maximum fares and any price increases either at their own discretion or by request of one or more Participating Operator in accordance with Schedule 3. The Authorities will consult all Participating Operators on any proposed changes.
- 7.6 The Authorities retain the right to monitor compliance with the Standard of Services in respect of any Local Service that uses the Facilities and Participating Operators will allow the Authorities reasonable access to any Local Service upon prior request and provide them with any reasonable assistance it may require for this purpose including the provision of relevant information.
- 7.7 If it becomes necessary during the lifetime of the Scheme to postpone or cancel the provision of any of the Facilities to the extent that the basis on which a Participating Operator was meeting the Standard of Services was undermined thereby, the Lead Authority will open discussions with that Participating Operator with a view to revising the Standard of Services to a proportionate degree.
- 7.8 In the event of a structural fall in demand on Local Services using the Facilities or other extenuating conditions such as high increase in congestion levels, to the extent that a Participating Operator considers that the Standard of Services can no longer be met, that Participating Operator and the Lead Authority shall review the matter and use all reasonable endeavours to find a mutually acceptable way forward that seeks to maintain as much of the Standard of Services as possible.
- 7.9 A formal process of review of the Scheme will be set up by the Lead Authority no later than twelve months before the end of the Scheme.

8. DISPUTE RESOLUTION

- 8.1 In the event of the failure of the Authorities or a Participating Operator to meet any of the requirements of the Scheme, the parties shall attempt in good faith to resolve the matter at the earliest opportunity through communication at a senior level of management before any formal action is taken.
- 8.2 If either the Authorities or a Participating Operator are not satisfied with the outcome of 8.1, then either may refer the issue to the Traffic Commissioner.

SIGNED by the authorised signatory
of The Kent County Council

authorised signatory

SIGNED by the authorised signatory
of Tonbridge and Malling Borough Council

authorised signatory

SCHEDULE 1

**FORM OF UNDERTAKING IN ACCORDANCE WITH SECTION 118 (4) OF THE
TRANSPORT ACT 2000 (AS AMENDED)**

Part A

1. **NAME IN BLOCK CAPITALS IN WHICH LICENCE IS HELD:**
.....
.....
2. **LICENCE NUMBER**.....
3. **QUALITY PARTNERSHIP SCHEME NAME/REFERENCE**
.....
.....
4. **RELEVANT AUTHORITIES**
.....
.....

Should you wish to use the Facilities provided under the above Quality Partnership Scheme and the service you wish to operate is not excluded from the Scheme, you must undertake to provide the service to the standard specified in the Scheme. You may not use the Facilities unless you give this undertaking.

In accordance with Section 118 of the Transport Act 2000 (as amended) I hereby undertake to provide all local services to the standard specified in the Quality Partnership Scheme referred to above when using the facilities provided under that Scheme.

I understand that failing to provide local services to the standard specified in the Scheme whilst using the facilities provided in the Scheme could lead to the consideration of regulatory action by the Traffic Commissioner.

Signed:
.....

Name (in block capitals):
.....

Position in business:

Date:

Telephone/Mobile number:
.....

Once signed, please forward to Nick Denton at the Office of the Traffic Commissioner at Ivy House, 3 Ivy Terrace, Eastbourne, BN21 4QT

SCHEDULE 2

DATA SHARING AGREEMENT

This agreement made as of the _____ day of _____ 20____ between:

- (A) _____ (“the Operator”) and
- (B) THE KENT COUNTY COUNCIL of Sessions House, County Hall, Maidstone, Kent, ME14 1XQ (“The Council”)

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement, except where the context otherwise requires:

“Bus” means a bus or coach belonging to the 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 either party to the other or the supply of which is procured by either party to the other, whether in the form of written and /or printed documents (including facsimile transmissions), oral communication, data stored on magnetic or electronic media or data communicated over communication lines, but does not include:

- information which subsequently comes within the public domain other than by reason of a breach of this agreement by the receiving party;
- information which the receiving party can reasonably demonstrate was known by it, under no obligation of confidence, prior to its receipt of such information;
- information which comes otherwise lawfully available to the receiving party other than as a result of a breach of any duty of confidence owed to the disclosing party;
- information used for purposes set out in

Appendix 1

“Effective Date”	means the date referred to in paragraph 3.1;
“Operator”	means _____ and any of its subsidiary companies within the UK.
“Review Meeting”	has the meaning given in paragraph 6.2.

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 paragraphs and appendices are, unless otherwise provided, references to paragraphs and appendices to this agreement. The appendices 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 as against each other in respect of the sharing of data.

3. AGREEMENT PERIOD

3.1 Effective Date

This Agreement takes effect from the

3.2 Termination

- a) This Agreement shall terminate on the earlier of:
 - (i) the expiry of a period of 3 years from the Effective Date;
 - (ii) the expiry of 3 months written notice given to either party to the other
 - (iii) the service by either party on the other of an appropriate notice on the happening of any events referred to in sub-paragraph 3.3 below; or
 - (iv) at any time by mutual consent.

3.3 Termination for Cause

- a) This Agreement may be terminated immediately by either party by notice in writing served to the other party where the other party:
 - (i) is in material 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;
 - (ii) or if either party becomes insolvent or any proceedings shall be commenced by or against the party under 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 the parties.

3.5 Continuation of Rights

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

4. EFFECTS OF TERMINATION

Upon termination of this Agreement for any reason whatsoever each party shall, within 60 working days of the effective date of termination, return all documentation, statements and other materials (and all copies thereof) provided to the other party under or in performance of this Agreement and which contains Confidential Information of the 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, the Council acknowledges that all intellectual and industrial property rights in any images, data or other items or information received from the Operator shall belong to the Operator subject to the Council being provided with a licence as set out in paragraph 5.2.

5.2 The Operator hereby grant the Council a licence, free of charge to use, or permit the use, of any images, data or other items or information produced or received from the Operator for the purposes set out in Appendix 1, PROVIDED THAT the Council shall not use or permit the use of such images, data or other items of information, other than for the purposes of using such information to

improve the bus services along the network, without the prior written agreement of the Operator whereas such use may:

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

5.3 The Council will use reasonable endeavours to notify the Operator promptly of any data supplied to them voluntarily by the Operator that does not fall within that agreed within Appendix 1 and/or as referred to within paragraph 5 and agree that all such data falls outside of the licence agreement specified in paragraph 5 and therefore is only permitted to use it subject to the Operator's prior written consent, such not to be unreasonably withheld or delayed.

5.4 The obligations in this paragraph 5 will continue for a minimum of 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 paragraphs:

6.2 Review Meetings

Reviews shall be carried out by way of a meeting between the parties who shall be obliged to attend such a meeting.

6.3 Timing of Reviews

Reviews will be carried out any time if requested by either party by giving 30 days written notice to the other.

6.4 Subjects for Review

6.5 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.

6.6 Outstanding Matters

If any outstanding matters referred to in a review meeting cannot be settled to the satisfaction of both parties, either party may refer such outstanding matter for dispute resolution in accordance with the terms of paragraph 8.5 below.

7. CONFIDENTIALITY AND DATA PROTECTION

7.1 Confidentiality

- a) Each party warrants, subject to the limitations set out in paragraph c) below, :
 - (i) to keep all Confidential Information (including all portions and copies) secret and confidential in the same manner as its own proprietary information;
 - (ii) not, without the written consent of the other party, to disclose or reveal Confidential Information (or any portion or copy) to any person other than to such officers, employees or sub-contractors to whom it is necessary to reveal such information for the furtherance of this Agreement or any other agreement between the parties (whether written or oral);
 - (iii) not to use Confidential Information (or any portion or copy) other than in furtherance of this agreement or any other agreement between the parties (whether written or oral);
 - (iv) 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 any disclosing party;
 - (v) to ensure that any Confidential Information received by it will be at all times within its possession or under its control;
- b) The Operator shall, on termination of this agreement, return to the Council all documents and any data stored on magnetic or electronic media (including copies) which contain Confidential Information
- c) Paragraph b) above, shall not be applicable to any Confidential Information which the Operator may need to disclose to comply with its obligations under law or court order.

7.2 Data Protection

- a) The Operator shall (and shall procure that any of its staff involved in the provision of the agreement) comply with any notification requirements under the Data Protection Act 1998, and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner (“the Legislation”),

and both parties will duly observe all their obligations under the Legislation, which arise in connection with the agreement.

- b) Notwithstanding the general obligation in clause (a), where the Operator is processing personal data as a data processor for the Authorities, the Operator shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorized or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and
 - (i) to provide the Authorities with such information as the Authorities may reasonably require to satisfy themselves that the Operator is complying with its obligations under the Legislation;
 - (ii) promptly notify the Authorities of any breach of the security means required to be put in place under this clause; and
 - (iii) ensure it does not knowingly or negligently do or omit to do any thing which places the Authorities in breach of the Authorities' obligation under the Legislation.

8. GENERAL

8.1 Limitation of Liability

- a) The entire liability and responsibility for any and all claims, damages or losses arising from this agreement for the Operator shall be limited to that covered by their own sufficient and suitable insurance, evidence of the premiums of which shall be made available to the Council upon reasonable notice. Notwithstanding any provision contained herein, neither 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.
- b) The Council shall not be liable for any losses which arise from the negligence of the Operator or any third parties.

8.2 Force Majeure

Neither 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 either party). Each party will inform the other party immediately if its performance becomes impossible due to a reason falling within this paragraph.

8.3 Waiver

No delay, neglect or forbearance on the part of either party in enforcing against the other 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.

8.4 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.

8.5 Dispute Resolution

In the event of a dispute between the parties with respect to the Agreement and if such 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. In the event that either or both of the parties do not agree upon mediation, the English Courts will have exclusive jurisdiction with the resolution of the dispute.

8.6 Notices

- a) 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 below or such other address as the recipient may designate by notice given in accordance with the provisions of this paragraph. Notice may be delivered personally or by first class pre-paid letter or facsimile transmission using the numbers notified to the other party 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 dispatched.
- b) Addresses for the services of notices are set out at the head of this Agreement.

8.7 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

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

The Operator

The Kent County Council

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX 1

Operator's Data	Permitted Use
<p>Punctuality and reliability data including but not limited to:</p> <p>Journey start time</p> <p>Journey finish time</p> <p>En route timings (timing points)</p> <p>Number of 'lost miles'</p> <p>Number of 'lost miles' as a percentage of all scheduled miles</p> <p>Complete service timetable information</p> <p>Vehicle position data</p> <p>And any other data as agreed between the parties. This information may take the form of electronic communication such as email or bus real time information or any other format as agreed between the parties.</p>	<p>Data analysis in order to identify issues / locations where action by one or both parties may improve punctuality and reliability.</p> <p>Internal benchmarking in order to inform policy. So that it can be demonstrated within the Council that the punctuality improvement partnership and other public transport measures are having the desired effects.</p> <p>Collation with other material, including but not limited to competitor bus operators data, in order to create bus punctuality figures for the whole of Kent. All parties to agree that the Kent wide punctuality data can be published publically e.g. on kent.gov.uk so long as it is impossible to attribute performance to any one company. The Operator to receive this data from the Council at least two weeks before the date of publishing.</p>

SCHEDULE 3 SCHEME DEFINITION

Table 01 - Key terminology

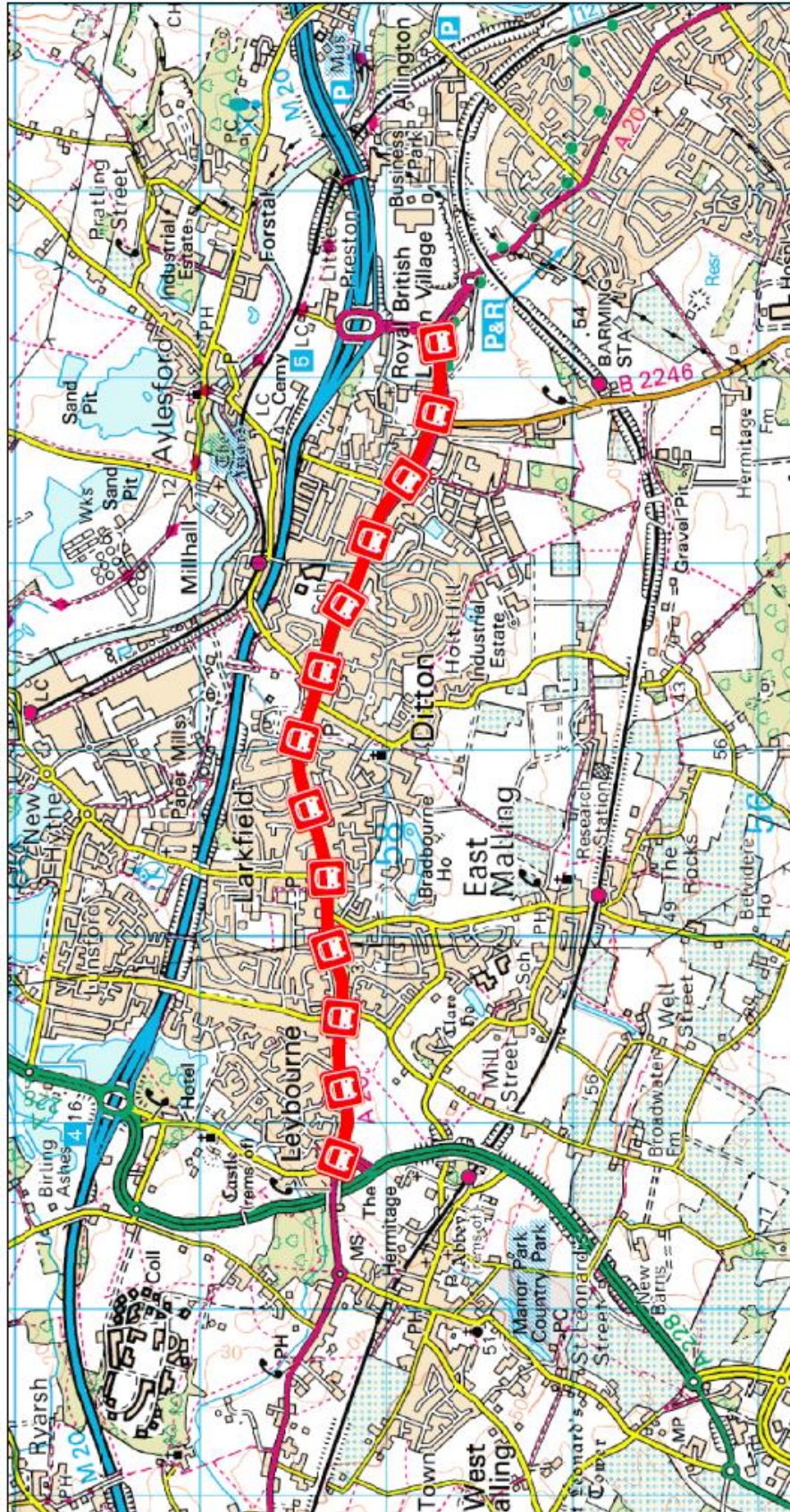
Term / Abbreviation	Definition
SQPS	Statutory Quality Partnership Scheme
PlusBus	A rail ticket including bus travel at the start and/or end of a train journey.
Kent and Medway CutlasRTI	KCC and Medway council Real Time Information back-office system.
RTIGT030 Digital Air Interface Protocol Specification	Produced by the Real Time Information Group as a specification for a set of messages that can be communicated between bus-mounted devices and office-based systems, using a digital open protocol.
Vehicle Centric SIRI	The Service Interface for Real Time Information (SIRI) specifies a European interface standard for exchanging information about the planned, current or projected performance of real-time public transport operations between different computer systems.
Traffic Commissioner	Traffic commissioners are responsible for licensing and regulating operators of heavy goods vehicles (HGVs), public service vehicles (PSVs) and local bus services.
PSV Accessibility Regulations 2000	Public Service Vehicle Accessibility Regulations 2000.
CCTV	Closed Circuit Television.
CCTV Operational Requirements Manual	Home Office document providing clear guidance to non-technical users wishing to buy a CCTV system that is fit for purpose.
Traveline	Provider of public transport timetable information.
Driver Certificate of Professional Competence	The Driver Certificate of Professional Competence (Driver CPC) is a new qualification for professional bus, coach and lorry drivers. It has been introduced across Europe with the aim of improving road safety and helping to maintain high standards of

	driving.
Conduct of Drivers, Inspectors, Conductors and Passengers	PSV Accessibility Regulations 2000.
Customer Charter Scheme	A Customer Charter tells you about the standard of service aimed to be provided.
Host Operator Processing System or HOPS	The element of the back-office system defined with the ITSO specification, covering message handling, shell and product accounting, and asset management functions.
Community Transport or Dial-a-Ride	Additional public transport services, often part or fully funded by the Lead Authority.
BSOG	Bus Service Operators Grant.
Excursion or Tour service	Services excluded from the SQPS.
Bus Stop Cage	Road markings that emphasize a bus stop.
Maintenance and Management Programme	A detailed programme of maintenance and management on the highway.
Urgent Faults (P1)	Attended within two hours and repaired as soon as possible thereafter.
Non-Urgent Faults (P2)	Attended within 24 hours and repaired as soon as possible thereafter.
Urgent Fault	Means any of the following faults occurring on a traffic signal: <ul style="list-style-type: none"> ▪ all out; ▪ signals stuck on any phase; ▪ causing serious delays; ▪ signal equipment damaged or dangerous; ▪ repeat fault previously cleared less than 21 days ago; or ▪ more than one lamp out, of the same colour, on the same approach
Period Ticket	A ticket which allows unlimited travel within a specified time period.
Improvement Plan	A plan which sets out how improvements will be achieved and by when.
Traffic Commissioner	Traffic Commissioners are

	responsible for the licensing and regulation of those who operate heavy goods vehicles, buses and coaches, and the registration of local bus services.
ATCO	Association of Transport Coordinating Officers. ATCO uses a reference system to label each bus stop.

Diagram 01 - Scheme area map

Statutory Quality Partnership Scheme Area



Introduction

This SQPS has been developed between Kent County Council and Tonbridge & Malling Borough Council. Kent County Council will be the Lead Authority. The Lead Authority will manage the Scheme, apart from the provision of Shelters, enforcement of parking traffic regulations and Street and Footway Sweeping within the Scheme area, which will be managed by Tonbridge & Malling Borough Council (Borough Council). The Lead Authority and Borough Council are committed to working together to ensure the success of Kent's first SQPS.

As shown in Diagram 01, the SQPS will run along London Road (A20) from the junction with Coldharbour Lane ("Coldharbour Roundabout"), in a westerly direction, to the junction with Ashton Way (A228) and Castle Way. The Scheme Area is approximately three miles in length.

Standard of Services

1. FREQUENCIES AND TIMINGS

1.1 In respect of Local Services operating in the Scheme Area, each Participating Operator (or a combination of Participating Operators) must provide a minimum level of service to all recognised bus stops (except as specified below) in the parts of the Scheme Area and at the times of day shown in Table 01. On Mondays to Fridays (excluding bank holidays), between Boxing Day and New Year's Day, the requirements for Saturdays shall apply. On Christmas Day and Boxing Day there shall be no requirement to provide a service and on New Year's Day Participating Operators shall provide a Sunday service.

Table 01 – Minimum frequency of scheme compliant vehicles to be operated in the Scheme Area (buses per hour in each direction)

	Maidstone to Leybourne	Buses per hour	Leybourne to Maidstone	Buses per hour
Mon- Fri	06h00 - 09h00	4	06h00- 09h00	4
	09h00 - 18h00	8	09h00 -18h00	8
	18h00 - 22h00	2	18h00 - 22h00	2
	22h00-23h00	1	22h00 - 23h00	1
Sat	06h00 - 07h00	4	06h00 - 07h00	1
	07h00 - 09h00	4	07h00 - 09h00	3
	09h00 - 17h00	8	09h00 - 17h00	8
	17h00 - 18h00	7	17h00 - 19h00	8
	18h00 - 21h00	2	19h00 - 22h00	2
	21h00 - 23h00	1	22h00 - 23h00	1

Sun	09h00 - 19h00	1	09h00- 19h00	1
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Point used- Royal British Legion Stop

Individual departures must be timed to give even headway between departures as far as possible.

2. FARES

2.1 The maximum adult single fares that may be charged on Local Services at the Commencement Date are set out in Table 02. Participating Operators may charge fares at a lower level than the maximum at any time that the Scheme has effect, subject to the provision of notice as required in Paragraph 2.4.

Table 02 – Adult single fares (pence)

Coldharbour Roundabout							
140	Preston Hall Hospital						
190	140	Teapot Lane					
260	190	140	Ditton Corner				
260	220	190	140	Morrisons Larkfield			
280	260	220	190	140	Chapman Way / East Malling		
280	260	220	190	140	140	Lunsford Lane / London Road	
330	280	260	260	190	190	140	Leybourne Turning

2.2 The maximum adult return, child single, child return and 7-day ticket fares that may be charged on Local Services using the Facilities will be calculated using Table 03. Participating Operators may charge fares at a lower level than the maximum at any time that the Scheme has effect, subject to the provision of notice as required in Paragraph 2.4.

2.3 Changes to fare structures, for example to enable the introduction of zonal fares, are subject to the prior agreement of the Lead Authority.

Table 03 – Return, child fare and 7-day ticket conversion table (pence)

Adult		Child		
Single	Return Off Peak	Single Peak	Single Off-peak	Return Off- peak
140	240	140	70	120
190	330	190	95	165
220	390	220	110	195
260	440	260	130	220
280	480	280	140	240
330	560	330	165	280
350	600	350	175	300
370	600	370	185	300

Note: In Table 3, “Off-peak” means after 0900 on Monday to Friday, anytime weekend and bank holidays.

2.4 Return and period tickets will be valid on Local Services provided by other operators inside, into and out of the Scheme Area.

2.5 Participating Operators must provide full details of the fares they propose to charge on Local Services at the Commencement Date (if different to those in Tables 02 and 03) to the Lead Authority 60 days before the Commencement Date and all subsequent changes to those fares to the Lead Authority 30 days before they come into effect.

2.6 Participating Operators must participate in existing voluntary ticket schemes covering the Scheme Area such as PlusBus. The Lead Authority will encourage Participating Operators to participate in any voluntary ticket scheme covering the Scheme Area that may be set up in the future, if it would be of benefit to bus users. In the absence of agreement, the Lead Authority

reserves the right to make a statutory ticket scheme using their powers under s135 to s138 of the 2000 Act.

Annual adjustment of maximum fares

- 2.7 The maximum fares increase will be linked to the Index of Retail Prices (or as otherwise agreed with the Lead Authority) over the twelve month period. Tables 02 and 03 will be adjusted upwards or downwards as necessary.
- 2.8 Any adjusted fare values will be rounded to the nearest 5p.
- 2.9 The annual adjustment to maximum fares will commence on a date agreed with the Lead Authority.

3. GENERAL

Real Time Information (RTI)

- 3.1 All Local Services in the Scheme Area must be covered by RTI from the Commencement Date. The Lead Authority and Participating Operators will enter into and implement a Data Sharing Agreement (Schedule 2) covering fitment, use, information and data sharing.
- 3.2 All ticket machines used within the Scheme Area will need to communicate with the Kent and Medway CutlasRTI system via either:
 - 3.3 Directly using RTIGT030 Digital Air Interface Protocol Specification defining message sets for bus centre communications Version 1.1 of 14/11/11 Final.
- Or
 - 3.4 Indirectly using a Vehicle Centric SIRI feed from a server to the CutlasRTI server.
 - 3.5 Participating Operators undertake to use all reasonable endeavours to ensure that RTI equipment, within the Participating Operator's control, is active and functions correctly and to report any defects, of any RTI equipment, to the Lead Authority or its nominated supplier within 48 hours. Further, the Participating Operators warrant that in the event of a bus being transferred away from the area, any RTI equipment belonging to the Lead Authority will be returned to the Lead Authority in good condition after fair wear and tear as soon as possible thereafter.

Punctuality and reliability

- 3.6 Participating Operators undertake to provide punctual and reliable services in accordance with the particulars registered with the Traffic Commissioner and the undertaking they have given under s118(4) of the Transport Act 2000.

- 3.7 Breaches of the above may be referred to the Traffic Commissioner.
- 3.8 Participating Operators undertake to use all reasonable endeavours both to transfer passengers from a broken-down bus onto alternative services within 30 minutes of that breakdown and also to give priority to the removal of a broken-down bus within 60 minutes of that breakdown should it be blocking or impeding traffic flow. Participating Operators must keep passengers on broken-down buses informed of the likely duration of the delay.
- 3.9 Any bus provided to replace a broken-down bus will not have to meet all the accessibility requirements in Clause 3.10 but Participating Operators must use all reasonable endeavours to ensure that, as a minimum, it has step-free access to the priority seating area for disabled passengers. In the last resort, Participating Operators may use a vehicle without step-free access as a substitute for a period not exceeding 3 hours and, during that time, must cover reasonable taxi costs for any wheelchair user intending to travel on the bus who is unable to access it.
- 3.10 Participating Operators can access <http://roadworks.org> to setup and customise the level of roadworks information they require. This will alert them in real time of any roadworks or changes to the status of roadworks.

Network Stability

- 3.11 No short notice registrations, unless to the benefit of passengers including for reliability reasons, as agreed with the Lead Authority. Notwithstanding this, it is recognised that circumstances may arise under which it may be necessary for Participating Operators to seek approval from the Traffic Commissioner to make variations at short notice and in such cases the Lead Authority and Participating Operators will work together to ensure as much advance notice as possible is given to passengers if such approval be given by the Traffic Commissioner.

Accessibility

- 3.12 Subject to the provision of Clause 3.8 all buses using the Facilities will conform to the requirements of the Public Service Vehicle Accessibility Regulations 2000 and subsequent amendments, will be equipped with a fully-functioning wheelchair ramp access facility and will have step-free access to the priority seating for disabled passengers.

Emissions

- 3.13 All buses using the Facilities will comply with a minimum of Euro IV emission standards in respect of particulates from the 1st April 2015.

- 3.14 Drivers must switch off engines if stationary for more than two minutes at bus stops in the Scheme Area.

Capacity

- 3.15 Notwithstanding the minimum service level requirements, Participating Operators will ensure that sufficient capacity is provided on their buses such that no passengers should be left standing at a bus stop on a regular basis because a bus is full, save in cases of exceptional demand caused by service disruption or other events beyond the Participating Operators' control. Participating Operators will provide duplicate vehicles as necessary to meet predictable seasonal demand. Any demand generated by discretionary concession travel schemes for which the Lead Authority is the Travel Concession Authority will be dealt with through a separate agreement with the Lead Authority.

Communication and Service Control

- 3.16 All drivers of buses using the Facilities will be equipped with a means of communication with the Participating Operator's control centre at all times whilst in service in the Scheme Area.

Passenger Security

- 3.17 All buses using the Facilities will be capable of having on-board Closed Circuit Television (CCTV) monitoring systems fitted, to give clear views of passenger saloons, entrances and exits and the driver's view of the highway. Any such system fitted to buses using the Facilities must meet the standards in the CCTV Operational Requirements Manual 2009 (published by the Home Office) and must be capable of interfacing with Police and the Authorities' CCTV systems, wherever possible. Participating Operators will use all reasonable endeavours to ensure that any such CCTV equipment is in continuous operation.

Passenger Information

- 3.18 Buses using the Facilities will display internally up-to-date, accurate route information and wherever possible timetable and promotional information including the route(s) being operated. The scope and content of such information will be agreed with the Lead Authority. Any out of-date information must be removed as soon as it ceases to be current. Notices including contact numbers for lost property, customer comment and Passenger Focus must also be displayed.
- 3.19 Participating Operators undertake to display notices in each vehicle using the Facilities announcing forthcoming service and fare changes relevant to the Scheme Area, at least 28 days in advance of the date on which changes will take effect.

- 3.20 Participating Operators undertake to inform Traveline and the Lead Authority in advance wherever possible of any known disruptions, substantial delays or cancellations to bus services in the Scheme Area. The Lead Authority will endeavor to continue to maintain a two way dialogue and inform Participating Operators, whenever possible, of any known disruptions.
- 3.21 Participating Operators will pay Traveline call cost invoices promptly and in full provided that they are accurate.

Heating and Ventilation

- 3.22 Buses using the Facilities will have functioning in normal working order a climate control system or another type of heating and ventilation system operating to maintain passenger comfort.

Route and Destination Displays

- 3.23 Buses using the Facilities must display accurate route and destination indicators at all times. These must comply with the standards set out in the PSV Accessibility Regulations 2000.
- 3.24 Temporary destination and number displays must comply with the PSV Accessibility Regulations 2000 and must only be used as substitute for normal destination equipment in the event of emergency.

Lighting and Ancillary Equipment

- 3.25 All vehicles using the Facilities must be well lit internally during hours of darkness and poor daylight. All internal equipment such as bell pushes must be fully functioning.

Presentation

- 3.26 All vehicles using the Facilities must be kept in a clean and tidy condition externally without damage to panels, windscreen, windows or doors. The exteriors should be complete in finished livery and free of damage, grime and graffiti. Further requirements for dealing with damage to windows are shown at paragraph 3.27 in this Schedule. Timescales for rectification are shown in paragraphs 3.33 to 3.36 of this Schedule.
- 3.27 Any windows with etching on more than 50% of the window should be replaced. Badly scratched or blown double glazed windows which impair visibility should be replaced at the earliest practical opportunity. All windows, windscreens and other glass or polycarbonate panels must be in a clean condition at the start of service each day, wherever practicable. Timescales for rectification are shown in paragraphs 3.33 to 3.36 of this Schedule.
- 3.28 All vehicles using the Facilities must be kept in a clean and tidy condition internally, particularly panels, windows, floors, ventilation panels and grilles.

The interior should be as free as reasonably practical of litter, debris, damage, contamination, grime, graffiti or unauthorised stickers. All buses must enter service at the start of each day in a clean condition. Timescales for rectification are shown in paragraphs 3.33 to 3.36 of this Schedule.

- 3.29 Participating Operators shall use all reasonable endeavours to ensure that any free newspapers made available to passengers on the buses are cleared from seats and floors at regular intervals during the day.
- 3.30 Any racist, obscene or abusive graffiti must be removed as soon as reasonably practical and in any case before the bus next enters service on a subsequent day.
- 3.31 All seat cushions, backs, bases and materials must be maintained in a clean and tidy condition such that passenger clothing does not become soiled.
- 3.32 Participating Operators undertake to inform the Lead Authority of any problems that may affect their ability to maintain vehicles in a clean and tidy condition.
- 3.33 The timescales for rectification of reported vehicle defects are:
- Immediately as practical or, if parts need to be ordered, as soon as they become available:**
- 3.34 CCTV, radio or telephone communication equipment, all internal equipment including lighting, bus stopping signs, destination displays, bells and electronic ticket machines.
- Within 24 hours or 5 working days if parts need to be ordered:**
- 3.35 Climate control or heating and ventilation systems, leaks from roofs or windows entering the saloon, recurrent minor defects from chassis, engine, gearbox including suspension knocks, snatching brakes or retarders and screeching belts.
- Within 5 working days:**
- 3.36 Minor body defects including all repairs to glazing specified in paragraph 3.27 of this Schedule.

Driver Training, Conduct and Appearance

- 3.37 Participating Operators undertake to fully brief drivers on the terms and objectives of the Scheme before they operate Local Services using the Facilities and provide the Lead Authority with a record of training undertaken by its drivers upon request of the Lead Authority.

- 3.38 Participating Operators undertake to ensure that drivers drive in a safe and professional manner, are polite and are trained in disability awareness, including but not limited to communicate appropriately with all passengers with and without learning and hearing difficulties, those passengers who have English as a second language and those who are visually impaired. This training will have been delivered within a year of the Commencement Date. All drivers driving on Local Services in the Scheme Area will be trained in accordance with The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990, and amendment in 2002. All drivers will have completed and keep maintained the Driver Certificate of Professional Competence by the Commencement Date. Operators will ensure that drivers receive training updates at least every 2 years and will hold a training log that will be available for inspection by the Lead Authority.
- 3.39 Drivers of buses using the Facilities must dock buses correctly at stopping places, parallel and adjacent to raised kerbs wherever practical.
- 3.40 Drivers of buses using the Facilities must provide assistance when requested for boarding or alighting by those passengers who are elderly or have disabilities and, if requested to do so, must remain stationary until boarding passengers are seated. Drivers must be aware of elderly or disabled passengers who can remain seated following a bus stop request until the bus has come to a stop. Drivers must assist passengers in wheelchairs by lifting the ramp and if requested offer assistance in accordance with PSV (Conduct of Drivers, Inspectors, Conductors and Passengers) (Amendment) Regulations 2002. Drivers must have regard to their safety and security, and the safety and security of passengers, in following these behaviours.
- 3.41 Drivers, within the Scheme Area, must not smoke at any time while on board a bus or at any time while on duty in uniform except during designated breaks. Drivers must leave the vehicle if they wish to smoke. Drivers must not use mobile phone handsets or consume food or drink while the vehicle is in motion.

Participating Operators of buses using the Facilities will provide their drivers with a uniform and will take all reasonable steps to ensure that this is worn on duty. The uniform will include a shirt and tie which shall be worn at all times except in very hot weather.

Customer Behaviour Code

- 3.42 Participating Operators shall use all reasonable endeavours to stop any passengers from smoking on board vehicles and to prevent any passengers who are smoking from boarding.
- 3.43 Participating Operators will operate a policy that addresses behaviour that could cause an annoyance to other passengers. This includes the prohibition of passengers from consuming alcohol or hot food on board buses, and a

request for passengers using personal electronic equipment and mobile telephones to exercise consideration for others.

Customer Care Policy

- 3.44 Participating Operators will operate a Customer Charter Scheme covering Local Services in the Scheme Area. This will offer compensation on demand to passengers who experience delays above the thresholds set out in paragraph 3.45 provided that those delays can be reasonably attributed to be under the control of the Participating Operator. The compensation will either be equivalent to the cost of the journey or a refund of taxi fares incurred as a direct result of the delay. The Customer Charter Scheme may be administered jointly by the Lead Authority making the quality partnership schemes and Participating Operators or it may comprise individual Participating Operator's own schemes.
- 3.45 To qualify for compensation, passengers must have been either:
- a) On a bus on a high frequency service (i.e. where the service interval is ten minutes or less) that has experienced a delay of more than double the scheduled service headway; or
 - b) On a bus on any other service (not classified as high frequency) that has departed a registered timing point more than 1 minute early or more than 20 minutes late.

Customer Satisfaction

- 3.46 Participating Operators will:
- a) Undertake attitudinal surveys at least once a year to establish passengers' aspirations and reactions to the Scheme; and
 - b) Monitor customer satisfaction levels amongst all passenger groups at least once per year and seek to improve them.
- 3.47 The survey results will be made available to the Lead Authority at no charge.
- 3.48 A baseline for customer satisfaction will be 66%. If results fall below this then the Participating Operator will produce an Improvement Plan which delivers improvement to customer satisfaction levels.

Logo

- 3.49 Participating Operators' vehicles that use the Facilities shall display the recognised logo for the Scheme as notified by the Lead Authority.

Ticketing Equipment and Smart Ticketing Products

- 3.50 Participating Operators will equip their vehicles operating on Local Services in the Scheme Area with ITSO-compliant ticketing equipment. The “smart” element of the ticket machines must be switched on at all times whilst buses are operating on Local Services in the Scheme Area. The ticket machines must also be concurrently supported by a configurable software system allowing smart travel products to be switched on when required. The HOPS used by the Participating Operator must be compatible with the HOPS procured by the Lead Authority. The communication between the ticket machines and the Participating Operator’s and Lead Authority’s HOPS and all other communication between the Participating Operator’s and Lead Operator’s HOPS must adhere to the most current or immediately prior version of the ITSO specification. In any case, this must be:
- a) The minimum version is 2.1.4
 - b) upgraded within 12 months of this agreement to the last version of the ITSO specification
- 3.51 The Participating Operator infrastructure shall send transaction data and apply hotlists and action lists received from the Lead Authority’s HOPS to the cards.
- 3.52 The Participating Operator will work with the Lead Authority to introduce a smart travel product covering the Scheme Area within twelve months of the Commencement Date, or as soon as is practically possible. Smart travel products will have the ability to function as a travel e-purse and daily/ weekly/ season tickets.
- 3.53 Relevant smart travel products will be interoperable; Participating Operators will cooperate to ensure the relevant smart travel products can be used between Participating Operators. Where permissible under the Competition Test, the smart travel products within the scheme area should be cheaper than the corresponding cash fare bought on bus in order to encourage its use by the public.

Excluded Services

- 3.54 The Lead Authority will notify Participating Operators of any further services to be excluded if and when necessary.
- 3.55 The following categories of public transport services are excluded from the Scheme:
- a) Bus services that operate exclusively during academic terms for the primary purpose of carrying scholars and/or students between their homes and academic establishments and which normally comprise one journey in each direction;

- b) Bus services operated on behalf of the Lead Authority as part of Kent's tendered bus network or in partnership with the NHS;
- c) Bus services operating with a frequency of one service per day or less, on any day(s) of the week;
- d) Bus services that operate in the Scheme Area but which are not registered to operate along a route whereby any of the Facilities would be available to them;
- e) Community Transport or Dial-a-Ride services which are restricted to use by preregistered passengers only;
- f) Scheduled express bus or coach services not eligible for Bus Service Operators Grant;
- g) Other scheduled coach services operated, marketed and branded as part of the National Express, Megabus or Greyhound coach networks or any successors thereto; and
- h) Any Excursion or Tour service as defined in s137 of the 1985 Act and
- i) Out of service vehicles.

The Facilities

- 3.56 The Lead Authority confirms that all the Facilities will be ready for use at the Commencement Date unless marked otherwise and that the Facilities will continue to be available for the duration of the Scheme unless the Scheme be varied or revoked under s120(1) of the 2000 Act.
- 3.57 The Lead Authority confirms that RTI and the infrastructure ancillary to it will be operational on the Commencement Date.
- 3.58 The following standards and specifications will apply to upgraded infrastructure wherever reasonably possible and subject *inter alia* to cost and limitations of the site:

Shelters

- 3.59 The Borough Council is responsible for managing and maintaining all shelters within the scheme area.
- 3.60 Where possible the Lead Authority will assist the Borough Council to ensure all new and upgraded shelters are installed following the standards set out within 'The Kent Design Guide, Making It Happen - Public Transport'.

Footway

- 3.61 There will be a section of raised kerb at a height of at least 180mm at stops to allow level access to vehicles.
- 3.62 Stops to be wheelchair accessible with a 2m x 2m-boarding/alighting zone to be kept clear of street furniture & other obstructions.
- 3.63 There will be a minimum area of hardstanding for 5 passengers at stops.

Carriageway

- 3.64 A suitable bus stop clearway will be provided at all stops where appropriate and of a suitable length. The procedure to deal with specific locations where this is not achievable will be determined by the Lead Authority, including the option to relocate the stop.
- 3.65 Contiguous with the above all stops where appropriate on route will have a Bus Stop Cage marking in yellow on the carriageway.

Service Information

- 3.66 Static bus service information (timetables) will be provided at all significant stops within the Scheme Area and will be updated to reflect service changes at the agreed service change dates by the Lead Authority's Roadside Infrastructure Unit or by the Participating Operator subject to prior agreement with the Lead Authority.

Local Information

- 3.67 Where space permits, network maps will be displayed at bus stops in the Scheme Area.
- 3.68 The bus stop improvements that form part of the Facilities are listed in Table 04. These will be available from the Commencement Date.

Table 04 - improvements to bus stops in the Scheme Area

ATCO	Stop Name	Location	Facilities	Date Available
2400A002820A	Coldharbour Roundabout	Westbound	B, D, F, F+, K	Commencement Date
2400A002830A	Preston Hall Hospital	Westbound	B, C, D, F, F+, L, R, S, SE	Commencement Date
2400A002840A	Aylesford Retail	Westbound	B, C, D, F, F+, K, L,	Commencement

	Park		R, S, SE	Date
2400A002850A	Teapot Lane	Westbound	B, C, D, F, F+, K,	Commencement Date
2400A002860A	TA Centre	Westbound	B, C, D, F, F+, K, R, S, SE	Commencement Date
2400A002870A	Ditton Corner	Westbound	B, C, D, F, F+, K, R, S, SE	Commencement Date
2400A002880A	Bell Lane	Westbound	B, D, F, F+, K,	Commencement Date
2400A002890A	Wealden Hall	Westbound	B, C, D, F, F+, K, L, R, S, SE	Commencement Date
2400A002900A	Lunsford Lane Turning	Westbound	B, D, F, F+, K,	Commencement Date
2400A002910A	Leybourne Turning West	Westbound	B, C, D, F, F+, K, S, SE	Commencement Date
2400A002960A	Leybourne Turning East	Eastbound	B, C, D, F, F+, K, R, S, SE	Commencement Date
2400A002970A	Lunsford Lane Turning	Eastbound	B, C, D, F, F+, K,	Commencement Date
2400A002980A	Wealden Hall	Eastbound	B, C, D, F, F+, L, R, S, SE	Commencement Date
2400A002990A	Bell Lane	Eastbound	B, C, D, F, F+, K, L, R, S, SE	Commencement Date
2400A003000A	Ditton Corner	Eastbound	B, C, D, F, F+, K, R, S, SE	Commencement Date
2400A003010A	TA Centre	Eastbound	B, C, D, F, F+, K,	Commencement Date
2400A003020A	Teapot Lane	Eastbound	B, C, D, F, F+, K, L, R	Commencement Date
2400A003030A	Aylesford Retail Park	Eastbound	B, C, D, F, F+, K, L, R, S, SE	Commencement Date

2400A003040A	Preston Hall Hospital	Eastbound	B, C, D, F, F+, K, L, R, S, SE	Commencement Date
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Key		
	B - Bus stop pole	S - Shelter
	C - Bus stop clearway	K - Raised kerb
	F+ - Chalkwell stop flag	L - Lay-by
	D - Information Display	R - RTI display
	F - Bus stop flag	SE - Seating

Table 05 - Bus Lanes

Bus Priority Measure	Direction	Length	Hours of operation
Bus Lane	A20 Larkfield westbound	12 metres	24 hours
Bus Lane	A20 Hermitage Lane westbound	18 metres	24 hours

The traffic signal junction priorities that form part of the Facilities are listed in Table 06 and other improvements are listed in Table 04, if applicable. These will be available from the Commencement Date.

Table 06 - Traffic Signal Improvements and CCTV

Site reference	Junction location	CCTV
10-0082	A20 London Road / New Hythe lane - Larkfield	✓

10-0513	A20 London Road / Station Road - Ditton	✓
10-0537	A20 London Road / Hermitage Lane - Aylesford	✓
10-0574	A20 London Road / Hall Road - Aylesford	✓
10-0849	A20 London Road / New Road - East Malling	✓
10-0925	A20 London Road / Lunsford Lane - Larkfield	✓
10-1000	A228 Leybourne Bypass / Castle Way - West Malling	X
10-1019	A20 London Road / Coldharbour Roundabout - Aylesford	X

- 3.69 The Lead Authority shall make any necessary modifications to the Facilities as soon as reasonably practicable and use all reasonable endeavours to complete them by a date to be agreed in writing. Furthermore, the Lead Authority shall use all reasonable endeavours to ensure that the timing for carrying out modifications to the Facilities follows the programme determined by mutual agreement between the Lead Authority and Participating Operators.
- 3.70 The Lead Authority will endeavour to implement the Facilities or any modifications to the Facilities in such a manner so as to minimise the impact on Local Services in the Scheme Area.
- 3.71 The Lead Authority, following completion of the Facilities or any modifications thereto, shall notify Participating Operators as soon as possible thereafter of any event or circumstance of which they are aware which will or might adversely affect the delivery of the expected benefits.

- 3.72 The Lead Authority shall use all reasonable endeavours to ensure the repair, upkeep, maintenance and management of the Facilities to the standard specifications of maintenance and management set out in the Maintenance and Management Programme below.
- 3.73 The Lead Authority shall maintain the Facilities to the highest possible standards in line with the Lead Authority's policy; including but not limited to the following:
- a) Signs, lines and lane colouring of the Facilities will be inspected monthly by the Lead Authority and replaced or repaired if they show signs of deterioration by the Lead Authority at their cost and expense;
 - b) The Lead Authority shall use all reasonable endeavours to ensure that work promoters arrange for activities to be undertaken at the least disruptive times; and
 - c) In instances where Participating Operators cannot be provided with access to any part of the Facilities for the duration of any maintenance work or such works take longer than expected to complete, the Lead Authority shall endeavour to minimise bus service disruption.
- 3.74 Detailed standards are as specified below:
- a) Street Lighting: Rectification of faulty lamp within twenty eight days of notification.
 - b) Drainage: Gullies are programmed for cleaning once every twelve months. Further cleaning will only be undertaken where the situation is safety critical;
 - c) Footways: Safety inspections undertaken annually in line with the maintenance hierarchy. A risk based approach is applied to all defects notified to the Lead Authority and repairs are categorised accordingly;
 - d) Overhanging trees: Tree Safety Audit Inspections are undertaken every 5 years and any safety works or works required for highway clearance on highway trees are completed within 2 months of the inspection date. Only private trees in 'imminent' risk of failure are attended to by Kent County Council. Under our agreed bus operators process, landowners have a duty of care to inspect and maintain trees on their property. If vegetation on private land is causing a problem, KCC send a letter to the owner recommending they take action and arrange any work that is needed. If the problem is not rectified, there are legal steps which KCC can take but this is a last

resort. Any costs incurred by KCC in management of private vegetation will be recovered from the landowner.

- e) The Borough Council will manage street and footway sweeping: frequency to vary according to requirements of specific locations;
- f) Verge cutting: minimum of eight times per year in urban locations and once a year in rural locations. Exceptions will be made where highway safety is being compromised;
- g) Winter maintenance: The Scheme Area is located on a primary route (Cold1) and will be treated as a priority for salting and snow clearing in accordance with Lead Authority’s policy;
- h) Statutory Undertakers’ Activity: The Scheme Area is classified as traffic sensitive between 07:00 - 19:00 Monday to Friday; and
- i) The Borough Council shall use all reasonable endeavours to ensure that all bus shelters provided as part of the Facilities are maintained and cleaned regularly. The requirements below in Table 07 should be considered as the minimum level of service.

Table 07 - Current bus shelter operation, maintenance and cleaning contract

Task	Frequency	Response Time in case of Notification, Discovery or Instruction
Cleaning (Town Centre)	Every 14 Days	3 Hours
Cleaning (Out of Town)	Every Month	3 Hours
Clear & Clean Roof	Every 6 Months	3 Working Days
Graffiti/Poster Removal (Offensive)	As Required	3 Hours
Graffiti/Poster Removal (General)	As Required	3 Working Days
Sweeping/Removal of Broken Glass	As Required	3 Hours

Repairs/Replacement of Glass	As Required	3 Working Days
Structural Repairs (Dangerous)	As Required	3 Hours
Structural Repairs (General)	As Required	3 Working Days
Lighting Repairs	As Required	3 Working Days
Painting	Every Year	1 Month
Structural Safety Inspection	Every Year	3 Hours
Electrical Safety Inspection	Every Year	3 Hours

Note: Table 07 is subject to change. Notification will be given if and when this changes.

Traffic signal faults

1. The Lead Authority shall ensure faults reported on traffic signals are attended as follows:-

Priority One

- i) Attend on site within 4 actual hours
- ii) Restore acceptable operation to demote fault to Priority Two within 4 actual hours
- iii) Complete full repair within 168 actual hours.

Priority Two

- i) Attend on site within 24 actual hours
- ii) Complete full repair within 168 actual hours

2. The time of receipt of a fault shall be logged but the performance required shall be timed from the:

- (i) actual time if during Contract Hours (07.00 - 19.00 every day) or
- (ii) 07:00 the following morning if outside Contract Hours.

3. Faults will be reported in the following categories:

(a) Priority One - Urgent

which shall comprise -

All out.

Signals stuck on any phase.

Causing serious delays.

Affected Property damaged or dangerous.

Repeat fault previously cleared less than 21 days ago.

O.T.U. connected to a Fire Station Green Wave facility faulty.

Any fault which effects 4 or more Outstation Transmission Units.

More than 1 lamp out, of the same colour, on the same approach.

(b) Priority Two - Non Urgent

which shall comprise -

All other faults including optical.

Individual alterations to timing or operational data.

- 3.75 The Borough Council shall use the powers available to them (and any extension of those powers subsequently obtained) in respect of enforcement of parking and traffic regulations made as part of the Facilities.
- 3.76 Waiting and loading restrictions provided as part of the Facilities will be enforced regularly by the Borough Council.
- 3.77 The Borough Council will use all reasonable endeavours to ensure that enforcement patrols of waiting restrictions will be targeted to coincide with peak periods, with additional targeted enforcement of known problem areas.
- 3.78 The Lead Authority shall be responsible for procuring the design, construction, completion, testing and commissioning of the Facilities or any modifications thereto, for which they are responsible.
- 3.79 The Lead Authority shall comply with all legal requirements in connection with the procurement of the Facilities or any modifications thereto, for which they are responsible.
- 3.80 The Lead Authority and Borough Council shall have all powers necessary required for the implementation or modification of the facilities and shall exercise all rights in terms of and to enforce any necessary contract.

- 3.81 The Lead Authority shall be responsible for ensuring that all consents, licences, approvals, permissions or authorisations of any government department, authority or agency that are necessary for the implementation or modification of the facilities for which they are responsible have been obtained or will be obtained prior to any material expenditure on the relevant part of the implementation or modification to the Facilities being incurred and have not been withdrawn.
- 3.82 The Lead Authority shall notify Participating Operators in writing as soon as practicable thereafter, in the event of any material alteration to the implementation or modification to the Facilities (including, but not limited to, any change in the quality and level of the specification of the facilities) or any event which might adversely affect the Authorities' ability to carry out the required works in accordance with any timescales notified to Participating Operators pursuant to the paragraphs above. In such a situation and without prejudice to such other rights as any Participating Operator may have, the provisions of Clause 7.7 of the agreement shall come into effect and the parties shall meet to discuss and, where possible, agree the provisions envisaged therein.
- 3.83 The Lead Authority shall provide Participating Operators with such information in connection with the Facilities or modifications or variations thereto as the Participating Operators shall request from time to time.

Meetings

- 3.84 Each party is required to pay their own costs for attending any meetings.
- 3.85 During the first twelve months, meetings will be held every 6 months. These will either be via telephone conference call, or at a suitable office.
- 3.86 After twelve months yearly meetings will be held. These will either be via telephone conference call, or at a suitable office.