

# Bus Advisory Board

Thursday 13 October 2022

10.00 am Virtual via Microsoft Teams



To: The Members of the Bus Advisory Board

Cllr M Rigby (Chair)

All Somerset County Council Members are invited to attend meetings of the Cabinet and Scrutiny Committees.

Issued By Scott Wooldridge, Monitoring Officer and Strategic Manager - Governance and Democratic Services – 5 October 2022.

For further information about the meeting, please contact [terrie.brazier@somerset.gov.uk](mailto:terrie.brazier@somerset.gov.uk) or Democratic Services on [democraticservicesteam@somerset.gov.uk](mailto:democraticservicesteam@somerset.gov.uk).

Guidance about procedures at the meeting is included in the annexe to the agenda.

This meeting will be open to the public and press, subject to the passing of any resolution under Regulation 4 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012.

This agenda and the attached reports and background papers are available on request prior to the meeting in large print, Braille, audio tape & disc and can be translated into different languages. They can also be accessed via the council's website on

[www.somerset.gov.uk/agendasandpapers](http://www.somerset.gov.uk/agendasandpapers)



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## AGENDA

Item Bus Advisory Board - 10.00 am Thursday 13 October 2022

### **\*\*Public Meeting Guidance Notes Contained in Agenda Annexe\*\***

1 **Welcome and Apologies for Absence**

To welcome Board members and receive apologies for absence.

2 **Minutes of the Last Meeting on 14 July 2022** (Pages 9 - 14)

To review the minutes of the previous meeting and approve them as an accurate record of the meeting.

3 **Public Question Time**

To receive any relevant questions or statements submitted by the public. These must be received by 5:00 pm three clear working days before the meeting.

4 **BSIP Funding Update**

To receive an update on the funding announcement and the next steps for releasing the funding, as well as an update on the status of the various schemes.

5 **Enhanced Partnership (EP) Scheme Variation Including Bus Passenger Charter - Formal Adoption** (Pages 15 - 122)

To introduce the proposed variations to the EP Scheme (highlighted in yellow) and explain the bespoke variation mechanism; the Chair will then ask operators on the Board to formally agree the proposed variations.

6 **Update on Bus Services**

To receive the update from bus operators on any service changes.

7 **Update from the Chair of the Bus Users and Stakeholders Group**

To receive the update.

8 **Bus It Campaign**

To provide an update on the campaign and request support from operators in communicating the campaign.

9 **Any Other Business**

Item Bus Advisory Board - 10.00 am Thursday 13 October 2022

To discuss any other urgent items of business.

10 **Date of Next Meeting**

The next meeting is scheduled for 17<sup>th</sup> January 2023.

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## **General Guidance Notes for Somerset County Council Advisory Virtual Meetings**

### 1. **Advisory Virtual Council Public Meetings**

Please be advised that this is an Advisory Board meeting and as a consultative meeting without any decisions to be made. It is not a meeting as defined under the Local Government Act 1972 or Local Government Act 2000 and therefore can take place virtually.

### 2. **Inspection of Papers**

Any person wishing to inspect minutes, reports, or the background papers for any item on the agenda should contact Democratic Services at [democraticservicesteam@somerset.gov.uk](mailto:democraticservicesteam@somerset.gov.uk) or telephone 01823 357628.

They can also be accessed via the council's website on [www.somerset.gov.uk/agendasandpapers](http://www.somerset.gov.uk/agendasandpapers).

### 3. **Members' Code of Conduct Requirements**

When considering the declaration of interests and their actions as a councillor, Members are reminded of the requirements of the Members' Code of Conduct and the underpinning Principles of Public Life: Honesty; Integrity; Selflessness; Objectivity; Accountability; Openness; Leadership. The Code of Conduct can be viewed on the council website at [Code of Conduct](#).

### 4. **Minutes of the Meeting**

Details of the issues discussed, and recommendations made at the meeting will be set out in the minutes, which the Advisory Board will be asked to approve as a correct record at its next meeting.

### 5. **Public Question Time**

If you wish to speak, please contact Democratic Services by 5pm 3 clear working days before the meeting. Email [democraticservicesteam@somerset.gov.uk](mailto:democraticservicesteam@somerset.gov.uk) or telephone 01823 357628.

A slot for Public Question Time is set aside near the beginning of the meeting, after the minutes of the previous meeting have been agreed. However, questions or statements about any matter on the agenda for this meeting may be taken at the time when each matter is considered.

At the Chair's invitation you may ask questions and/or make statements or comments about any matter on the Board's agenda – providing you have given the required notice. You may also present a petition on any matter within the Board's remit. The length of public question time will be no more than 20 minutes in total.

You must direct your questions and comments through the Chair. You may not

take a direct part in the debate. The Chair will decide when public participation is to finish.

If there are many people present at the meeting for one particular item, the Chair may adjourn the meeting to allow views to be expressed more freely. If an item on the agenda is contentious, with a large number of people attending the meeting, a representative should be nominated to present the views of a group.

An issue will not be deferred just because you cannot be present for the meeting. Remember that the amount of time you speak will be restricted to three minutes only.

In line with the council's procedural rules, if any member of the public interrupts a meeting the Chair will warn them accordingly. If that person continues to interrupt or disrupt proceedings the Chair can ask the Democratic Services Officer to remove them as a participant from the meeting.

## 6. **Meeting Etiquette**

- Mute your microphone when you are not talking.
- Switch off video if you are not speaking.
- Only speak when invited to do so by the Chair.
- Speak clearly (if you are not using video then please state your name)
- If you're referring to a specific page, mention the page number.
- Switch off your video and microphone after you have spoken.
- There is a facility in Microsoft Teams under the ellipsis button called turn on live captions which provides subtitles on the screen.

## 7. **Recording of Meetings**

The Council supports the principles of openness and transparency. It allows filming, recording and taking photographs at its meetings that are open to the public - providing this is done in a non-disruptive manner. Members of the public may use Facebook and Twitter or other forms of social media to report on proceedings. No filming or recording may take place when the press and public are excluded for that part of the meeting. As a matter of courtesy to the public, anyone wishing to film or record proceedings is asked to provide reasonable notice to the Meeting Administrator so that the relevant Chair can inform those present at the start of the meeting.

We would ask that, as far as possible, members of the public aren't filmed unless they are playing an active role such as speaking within a meeting and there may be occasions when speaking members of the public request not to be filmed.

Advisory Board meetings are not recorded by the Council as they are not formal meetings.

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## **BUS ADVISORY BOARD**

### **Minutes of a Meeting held Virtually via Microsoft Teams**

**14 July 2022**

#### **Attendees:**

Cllr Mike Rigby (Chair), Cllr Glen Burrows, Peter Travis, Cllr John Hassall, Tim Reynolds, Phil Grocock, Lee Jones, Joe Walsh, Stuart Moon, David Redgewell, Carl Nicholson, Chris Hanson, Deborah Fiddick, Richard Gibson, Adam Hawksworth, Rob Pymm

#### **Officers:**

Natasha Bates, John Perrett, Andrew Doyle, Joanna Moczadlo, Christopher Parkinson, Andrew Melhuish, Terrie Brazier

#### **Others in Attendance:**

Cllr Steve Hogg, Ross Pollard (BBC)

#### **Welcome and Apologies for Absence – Agenda Item 1**

There were apologies from Josh Strickland.

Cllr Mike Rigby introduced himself as the new Chair.

#### **Minutes from the Last Meeting – Agenda Item 2**

The minutes were accepted as an accurate record of the meeting held on 24 May 2022.

#### **Public Question Time – Agenda Item 3**

Two questions had been received on behalf of the South West Transport Network and Railfuture Severnside, which the Clerk of the Board read, as below, with Natasha Bates, Service Manager for Commissioning-Highways and Transport, providing the responses.

**Question 1:** What progress is being made in the county with First Group plc, South West Buses of Somerset to look to restore a 7am to 8pm service Monday to Saturday, especially on vital bus links across the county? Especially from Taunton to Yeovil bus and coach station via Langport and Somerton Services 54; Bridgwater bus

and coach station to Wells bus and coach station via Glastonbury and Street 75; Taunton to Wells bus and coach station via Street and Glastonbury Bus 29. These are all journeys, are all services with no connection working for passengers from Somerton to Yeovil bus and coach station on Bus 77 or from bus service 29 and 75 into service 376 to Wells bus and coach station. Both these routes require through ticketing.

**Response:** The proposal to implement a core 7am to 7pm network across the County was part of the original Bus Service Improvement Plan (BSIP) bid. Unfortunately, the revenue element of the indicative BSIP funding was not sufficient to support this proposal being taken forward. This still remains one of our longer term aims through the BSIP process, but we will need to look for alternative funding streams as and when they arise, although there is nothing immediate in the pipeline.

**Question 2:** What progress is being made on a marketing strategy for bus services and public transport across the historic county of Somerset? Unity Somerset, North Somerset, BANES and West of England mayoral combined transport authority. Booklets and bus stop maintenance and publicity, including marketing campaigns for bus drivers such as at the Bristol Pride festival, Taunton Pride festival or Burnham on Sea festival.

**Response:** Our Communications Team have started to create a marketing strategy for public buses with the aim of this being implemented from the end of July and continuing throughout the summer and will also lead into the 'Catch the Bus Week' coming up in September. Peter Travis, the Chair of the Bus User and Stakeholder Group (also a member of the Board) is also engaged and supporting us with this campaign, which we really appreciate. We will also be liaising with operators and ensuring a co-ordinated and joined up approach.

#### **Membership Update – Agenda Item 4**

Natasha Bates welcomed Mr Stuart Moon of Dartline; Dartline provides cross-border services between Devon and Somerset, so they will be added to the Board if their membership is approved today. Then the next time the Enhanced Partnership (EP) Scheme is varied, they will be included.

The Board approved the membership of Dartline.

#### **Network Review – Update from Operators – Agenda Item 5**

Natasha Bates introduced the topic. As part of the Local Transport Fund (LTF), which is the final tranche of covid-related funding from the government for bus services, we

were required to undertake a network review with operators by 1<sup>st</sup> July. During the review meetings held to look at the commercial network, operators indicated that they are still struggling in some areas, with passenger numbers at only 65-70% of pre-covid levels. It is still too early for operators to make their final decisions, but we are anticipating some further changes to the commercial network in October. At the moment, the operators want to see what the patronage will be like over the next several weeks. A 70-day registration period begins around mid-August, and as plans develop, SCC will continue to work with operators in order to understand in more detail the changes being proposed, as well as agreeing to mitigating action where appropriate.

Mr Hawksworth of First Southwest gave his update. They have draft plans for changes in October based on patronage over the past few months; they are encouraged by the plans in the BSIP but are waiting as long as possible to take decisions. The recent network changes have taken effect, and he does not anticipate very big changes in October. Mr Redgewell commented that people in Yeovil are very unhappy over missed connections, with some having to make the return journey by train; he asserted that the role of the transport authority should be commissioning, not cutting services. He declared that there should be a public meeting in Yeovil. Mr Hawksworth responded that First Southwest had noted these comments and were trying to resolve problems with the 54 and 77 services. The Chair also stated that Mr Redgewell's comments had been taken on board, and attempts were being made to rectify the issues. Peter Travis reiterated the points he had made previously about Somerton and the problems that issues there had caused for Yeovil passengers; he will be meeting with them in the next few days and agrees that there needs to be a public meeting.

Mr Pymm and Mr Hanson of First West of England stated that they are in the process of working out changes to take effect on 9 October; they will submit these by the end of the month. There are two main points to consider: First, it has been very difficult across the network to recover passenger levels, and there has also been a change from pre-Covid as far as the demand and habits of users, so operators have to change. Second, their absolute priority is to have reliable services, which they feel they are not delivering at the moment with respect to punctuality; there is a driver shortage problem, so all changes made in the autumn will focus on the level of service that it is possible to deliver with the number of available drivers. As with many operators, the problem in the West of England is attracting drivers, with staffing levels 30% lower than pre-Covid. This has been caused by the 'great resignation' after Covid and also by drivers being poached by the HGV industry. The level of service that they are able to provide is not acceptable, so they will have to make difficult decisions; their focus will be on punctuality even if frequencies must be reduced. Peter Travis stated that they were all aware of huge challenges facing the operators, but what is worrying is that the services will be determined by driver numbers rather than passenger numbers.

He hopes that remuneration policies will allow the operators to gain the drivers needed, which is something that is strictly operational and which the Council cannot help with. He said that the operators' plans in Yeovil were pushed into action with no consultation, so he hopes this will change and that the necessary mitigation will be put in place. The Chair noted that previous changes did not have a very wide consultation due to the elections, and they hope to do better. John Perrett, Service Manager-Transporting Somerset, pointed out that there had been mitigation in Yeovil with the 68 covering part of the 53, but the changes to the 53 left small gaps which were hard to fill. The focus had to be on services that were completely withdrawn, in order that they could be hopefully reinstated. Mr Redgewell thanked Mr Pimm and Mr Hanson for their efforts regarding staffing recruitment. He noted that Somerset has more organisations and roles than just transport, so he asked what Heart of the South West and the economic partnerships in Somerset are doing to help recruitment. With respect to the problems in Mendip, discussions need to be held to ensure that the network extends into Frome, Wells and Weston, especially the health facilities, where cross-border routes are vital. The WECA and Somerset teams need to discuss this; although there will be changes, the most important thing is to let everyone know what is happening and to talk to people, as there may be a better way to serve the area. Mr Walsh, representing South Somerset District Council's Economic Development Team, asked operators to email him (and provided his email address in the meeting chat) regarding employment support that they can offer regarding driver recruitment.

Mr Cook of Southwest Coaches gave his update; they have adequate drivers but there are challenges with fuel costs and having to raise wages to retain drivers. Their biggest challenge are the services to Castle Cary, as it is necessary to board the bus from the road; they are attempting to get Great Western Railway to communicate with them on this matter. The Chair asked if anyone on the Board could assist with this; Mr Redgewell suggested First West of England, and Mr Parkinson provided his email address in the meeting chat.

Mr Perrett provided an update on FromeBus in the absence of their representative; they provide one commercial service (No. 30), and unfortunately the driver situation has made it difficult to keep it running every day. The principal has concluded that he therefore cannot maintain the service and has de-registered it as effective 20 August. They are looking at ways of using LTF funding to reinstate it; they need more data, and it may take six months to restore it and allow time to increase the patronage. There are no issues with FromeBus' contracted services.

Mr Redgewell noted that there is much work going on involving Castle Cary. There is a promotional video out that talks about the car park and new café, but what we want is bus stops/shelters for the No. 667 and the No. 1 (Yeovil to Shepton Mallett). He suggested having a meeting about bus interchange facilities and said he recently had

a 30-minute call with parishes and town councils. Castle Cary is a major station and the interchanges need to be dealt with; the bridge is also a big issue. Natasha Bates responded that this was helpful feedback, and she would give an update at the next meeting. Mr Travis stated that he fully endorsed Mr Redgewell's comments and has had many representations from the Castle Cary catchment area expressing a desire for improvement of services and bus stations, a project that needs to be looked at along with South West Coaches. With respect to FromeBus, one of the biggest issues for all operators is having drivers, but the Frome bus service is used mostly by the elderly, who are greatly affected when the bus just doesn't show up. There has to be a way to inform passengers when services are cancelled, and he is happy that Mr Perrett is working on the problem. He asked if the de-registering of the No. 30 in Frome was in the public domain yet; he was told that it was.

Mr Redgewell said, with respect to the proposals to reorganise First Group, that they have two offices, one in Bristol/Swansea one in Southampton, which he finds problematic for Somerset and the South West, including Wells and Mendip. He believes First Group should consult with the local authorities. Everything needs to be joined up in Somerset, such as the wonderful timetable book covering all services that will come out in autumn.

The Chair thanked all operators for their updates and said he appreciated the efforts of the operators. There is concern regarding the upcoming changes to services, so the Board will continue to work with operators on mitigation. He is optimistic regarding the upcoming BSIP benefits and will provide more information and answers at the next meeting.

#### **Any Other Business – Agenda Item 6**

There was no other business.

#### **Date of Next Meeting – Agenda Item 7**

The next Bus Advisory Board meeting is scheduled for 12 September, 2022.

**The meeting ended at 11:51 am**

**CHAIR**

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**NATIONAL BUS STRATEGY  
TRANSPORT ACT 2000  
ENHANCED PARTNERSHIP PLAN AND SCHEME**

**SOMERSET COUNTY COUNCIL  
AGREEMENT**

**DRAFT VARIATION**

Between the following Parties:

1. Somerset County Council of  
County Hall, Taunton, TA1 4DY
2. Faresaver Buses of  
The Coach Yard, Bumpers Farm Industrial Estate, Vincients Road, Chippenham,  
SN14 6NQ
3. First South West Ltd of Bus Depot, Camborne Bus Station, Union Street,  
Camborne, TR14 8HF
4. First West of England Ltd of  
Enterprise House, Easton Road, Bristol, BS5 0DZ
5. FromeBus Ltd of  
George's Ground, Marston Trading Estate, Frome, BA11 4RP
6. Hatch Green Garage Ltd T/A Hatch Green Coaches of  
Hatch Green, Hatch Beauchamp, Taunton, TA3 6TN
7. JN Baker Ltd T/A Bakers Dolphin of  
48 Locking Road, Weston Super Mare, BS23 3DN
8. Libra Travel of  
Buckland Down Cottage, Buckland Down, Buckland Dinham, BA11 2RG
9. Ridlers Limited of  
Dury Road Garage, Dulverton, Somerset, TA22 9EJ
10. South West Coaches of  
Southgate Road, Wincanton, BA9 9EB
11. Stagecoach Devon Ltd T/A Stagecoach South West of  
Matford Park Depot, Matford Park Road, Exeter, EX1 2LB
12. Dartline Coaches, Unit 2 Langdons Business Park, Oil Mill Lane, Clyst St Mary,  
Exeter, EX5 1AF



## **Agreement**

1. The Parties have agreed to work together and negotiate and enter into an Enhanced Partnership Plan and Scheme for Buses in accordance with the Transport Act 2000 under section 138(g) (1) as attached.
2. The Scheme will commence on 1<sup>st</sup> April 2022 and shall continue as outlined in the attached document. The Plan is to continue for 10 years. See Paragraph 6 of the attached EP Plan and Scheme, for more details.
3. The Plan shall apply to the whole of Somerset County are and shall be governed by the attached Enhanced Partnership Plan for the period outlined in the attached Plan.
4. The Parties have agreed to sign the Enhanced Partnership Plan and Scheme (EP Plan and Scheme) as per the signature pages to confirm agreement to adhere to the EP Plan and Scheme for the duration of both as per paragraph 6 of the EP Plan and Scheme.

# EP PLAN AND SCHEME - CONTENTS

## Part 1 – Enhanced Partnership Plan

1. Definitions
2. Introduction
3. Key Objectives
4. Supporting Policies
5. Competition Test
6. Extent of the Enhanced Partnership
7. Bus Network Overview
8. Outcomes and Interventions to Improve Local Bus Services
9. Consultation Plans and Future Funding Arrangements

## Part 2 – Enhanced Partnership Scheme

1. EP Scheme Content
2. Scope of the EP Scheme and Commencement Date
3. Obligations on the Authorities
4. Obligations on Local Bus Operators
5. Governance Arrangements

**The Scheme Annex A** – Targets from the BSIP

**The Scheme Annex B** – Governance Flowchart

**The Scheme Annex C** – List of Bus Services and Operators in Somerset

**The Scheme Annex D** – Taunton Town Fare Zone Boundary

**The Scheme Annex E** – Somerset Bus Passenger Charter

**The Scheme Annex F** – Somerset Taunton Town Ticket Reimbursement Agreement

**The Scheme Annex G** – Taunton Town Bus Services Baseline Patronage Figures

## PART 1 - EP PLAN

### THE SOMERSET COUNTY COUNCIL ENHANCED PARTNERSHIP PLAN FOR BUSES IS MADE IN ACCORDANCE WITH SECTION 138G(1) OF THE TRANSPORT ACT 2000 BY:

SOMERSET COUNTY COUNCIL

## 1. Definitions

- 1.1. In this Enhanced Partnership Plan and Schemes pursuant to it, the following capitalised terms shall have the meanings ascribed to them below in Table 1.

**Table 1: Enhanced Partnership Plan and Scheme Definitions**

1985 Act	Transport Act 1985
2000 Act	Transport Act 2000
2017 Act	Bus Services Act 2017
Bus Operators (or Operators)	All Large Operators, Medium Operators and Small Operators running Qualifying Bus Services taken collectively.
BSIP	Bus Service Improvement Plan as required through the National Bus Strategy: Bus Back Better (March 2021)
BUS Group	Bus Users and Stakeholders Group
CREDS	Centre for Research into Energy Demand Solutions
CT	Community Transport
DRT	Demand Responsive Transport
NHT	National Highways and Transport Survey
Passenger Charter	Document providing standards passengers can expect
RTI	Real Time Information
SCC	Somerset County Council

The Plan	Enhanced Partnership Plan
The Scheme	Enhanced Partnership Scheme
Think Travel	Think Travel is SCCs Public Transport Information Brand and Portal (online presence)
ZEVs	Zero Emission Vehicles (may be ZEV also)

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## 2. INTRODUCTION

- 2.1. Somerset is predominately rural in nature with a population of 563,900 (2021) covering 4,171 square kilometres. A population density of 163.35 (people/kilometre square) is one of the lowest in England and sparsely distributed across the county with only Taunton, Yeovil, Bridgwater, Frome, and Burnham-on-Sea having a population of over 20,000. West Somerset has the lowest social mobility levels in the country, significantly affecting the opportunities and prospects for young people and the wider population.
- 2.2. The principal urban centres include Taunton (county town), Bridgwater and Yeovil with secondary centres at Wellington, Burnham-on-Sea/Highbridge, Chard, Crewkerne, Frome, Glastonbury, Ilminster, Minehead, Shepton Mallet, Street, Wells and Wincanton. The impact of rapid growth in towns such as Wellington and Burnham-on-Sea has been considerable with the M5/A38 corridor through the centre of the county becoming increasingly congested. In terms of access and connectivity these roads play a key role, given 88% of the county's roads are classified as rural, compared to 58% across England.
- 2.3. Around 21% of Somerset's population are 65+ compared to 16% for England whilst 323,000 are aged between 16-64 (57%) of which 273,000 are classed as economically active. Somerset's workplace population is dispersed across the county, with clusters in/around Taunton/Wellington, Bridgwater, and Yeovil plus a notable concentration to the north of the county around Cheddar, Frome, Glastonbury/Street, Shepton Mallet and Wells, reflecting the boundaries of the Bristol/Bath travel to work area(s).
- 2.4. In Somerset, 44.1% of Carbon Dioxide emissions were from transport in 2019, significantly higher than the total UK emissions from transport (27%). Transport emissions in Somerset have also remained stubbornly high with little change in the volume of emissions since the mid 2000's despite improvements in modern vehicles becoming cleaner, less polluting and more efficient. This can be linked to Somerset's rurality which contributes to a lack of alternatives to private motorised transport. This is reflected in data from CREDS place based carbon calculator which shows car use in Somerset is significantly higher than the national average.
- 2.5. There is currently no existing voluntary partnership or other non-statutory arrangement in place between Somerset County Council ("SCC") and its local Bus Operators. As such the Enhanced Partnership Plan ("The Plan") and Scheme

("The Scheme") represent a new level and process of formal partnership across the county.

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### 3. Key Objectives

3.1. Table 2 provides a brief overview of the key objectives set out within the SCC Bus Service Improvement Plan (“BSIP”) and what these mean regarding the approaches used to deliver the Enhanced Partnership.

**Table 2: BSIP Objectives and Enhanced Partnership Approach**

<b>BSIP Objectives</b>	<b>EP Approach</b>
<b>Transport Decarbonisation</b>	<ul style="list-style-type: none"> <li>• Identify opportunities to reduce carbon emissions from the fleet</li> <li>• Install infrastructure to support the move to ZEVs</li> <li>• Electrify the Taunton Park and Ride Service</li> <li>• Link with wider policies – parking provision and pricing, and land use and development policies.</li> <li>• Encourage a mode shift from private cars to public transport</li> </ul>
<b>A more extensive and frequent network of services</b>	<ul style="list-style-type: none"> <li>• Set increased frequencies across a core network to provide more opportunities to travel across the day.</li> <li>• Improve the Bridgwater-Taunton-Wellington corridor</li> <li>• Set a last bus time on key strategic network corridors.</li> <li>• Serve better our remote areas and extend DRT into the evenings and weekends to tie in with the core network.</li> <li>• Bus priority measures to address reliability / punctuality.</li> </ul>
<b>Reduce the cost of travel</b>	<ul style="list-style-type: none"> <li>• Introduce a range of targeted ticket options available across all operators to simplify and reduce the cost of travel by bus and support growth on the core network.</li> <li>• Introduce multi-operator / through tickets to include interchange from DRT on to a public bus / feeder route.</li> <li>• Specifically, reduce ticket prices on Taunton Park &amp; Ride Services. introduce a flat fare town zone within the towns of Taunton, Bridgwater, and Yeovil and revise pricing and product offers on interurban routes.</li> </ul>
<b>Improved co-ordination</b>	<ul style="list-style-type: none"> <li>• Make improvements to existing bus stations in Yeovil, Wells, and Bridgwater and consider options for Taunton.</li> </ul>

	<ul style="list-style-type: none"> <li>• Identify opportunities for mobility hubs in key locations.</li> <li>• Improve rail and coach interchange with the bus network.</li> <li>• Improve access to hospitals, employment/retail sites, train stations, and further education colleges.</li> <li>• Earlier consideration of bus use/access at planning stage and set clear requirements for the developers.</li> <li>• Develop links with active travel options.</li> </ul>
<b>An easily accessible and reliable network</b>	<ul style="list-style-type: none"> <li>• Ensure contactless payment on all local bus services.</li> <li>• Launch and promote the Think Travel portal.</li> <li>• Provide an App / Digital platform for RTI, live bookings, and ticket purchase on DRT.</li> <li>• Roll-out RTI at major bus stops.</li> <li>• DRT using smaller more appealing vehicles to test this approach as part of a centre of excellence.</li> </ul>
<b>A comfortable network with improved facilities</b>	<ul style="list-style-type: none"> <li>• Set vehicle standards on key corridors.</li> <li>• Introduce a bus stop design guide and hierarchy model.</li> <li>• Design appealing services for working age travellers.</li> </ul>

3.2. The objectives set out in Table 2 link to the priorities set out by stakeholders and the public as part of the BSIP process. They form a critical part of The Plan and link to facilities and measures that will be defined and refined over time in The Scheme.

#### 4. Supporting Policies

- 4.1. Complementary policies regarding local bus services will be pursued in The Plan.
- 4.2. Local policies recognise the high level of car use across Somerset (e.g., 82% in Yeovil and similar in Taunton), plus a large amount of cross-boundary travel. Strong emphasis is given to meeting accessibility needs for **all members** of the community.
- 4.3. Increased bus use represents one of only two ways (alongside alternative fuels) to reduce carbon emissions from trips made between our dispersed communities which presents the biggest challenge for decarbonisation. Somerset's recent climate emergency strategy highlights the critical role of increasing mode share by public transport as part of our decarbonisation pathway.



- 4.4. Somerset's Growth Plan (2017-2030) aims to have a productive and innovative business economy, a skilled labour force and supporting infrastructures which businesses will need to thrive. A key barrier is the rural nature of Somerset and limited provision of public transport – those without private car access cannot get to colleges, training or employment in a timely way. The Recovery and Growth Plan (2021) further notes underlying economic challenges have been exacerbated by the pandemic, with public transport accessibility and usage severely reduced.
- 4.5. Several policies, including SCC's Local Transport Plan (LTP) and associated Schedule of Transport Policies (March 2011) highlight the overall expenditure on passenger transport. Somerset ranks in the top half of English shire counties in terms of passenger transport funding, however, relative spending on passenger information was very low and is reflected in the poor public ratings on this service attribute.
- 4.6. The Somerset Bus Strategy (2018) was published during the Government's austerity programme at a time of severe financial constraint with the aim to "Maintain services most essential in meeting transport needs where the commercial market is unable to provide; and work closely with [others] to change established models of rural bus service provision for the benefit of our communities". This needs to be developed in line with latest national policies, structured around the three national themes of Bus Reform, Future of Mobility and Net Zero. Details of Community Transport (CT) and Demand Responsive Transport (DRT) are also included in the Bus Strategy.
- 4.7. Regarding the Somerset Rail, Cycling and Walking Strategies (due to be refreshed shortly), there is an opportunity to take a more integrated approach with buses. Links with active modes are not evident, so emphasis is needed on how/where active travel developments best serve people who could most benefit from it, along with a comprehensive programme which shows how active travel links to the bus network.
- 4.8. The Highways Infrastructure Asset Management Strategy (2018) sets out how existing highway assets will be managed/maintained, including bus priority as an asset type. Some district level parking policies also relate to bus travel, including reduction of commuter parking where alternatives exist, repurposing smaller car parks as P&R sites (at certain times), increased town centre parking charges, and increased bicycle parking at bus/rail stations. Local district development plans also contain a range of policies related to increased public transport provision/use.

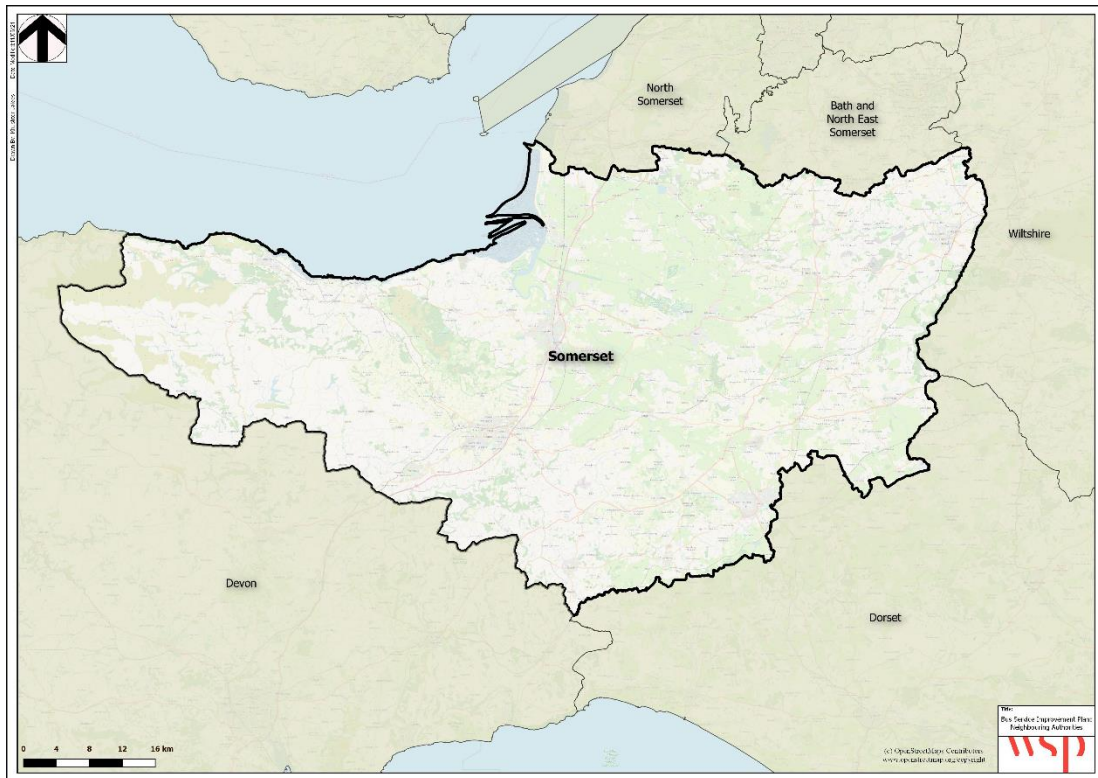
## **5. Competition Test**

- 5.1. SCC has undertaken an assessment of the impacts of The Plan and The Scheme made on 1 April 2022 on competition and believes it will not or is unlikely to have a significantly adverse effect on competition, for the purposes of Part 1 of Schedule 10 of the Transport Act 2000.

## **6. Extent of the Enhanced Partnership**

- 6.1. In response to the Government requirement, SCC has published a notice of intent to prepare an Enhanced Partnership (The Plan and The Scheme), in accordance with Section 138F of the 2000 Act. The Plan and The Scheme will make a substantial contribution to the implementation of the SCC BSIP. It will bring benefits to passengers using local bus services across Somerset by improving the quality and efficiency of the public transport network and supporting the efficient use of the road network and the delivery of sustainable growth, limiting the impacts of additional traffic congestion and air pollution.
- 6.2. Both The Plan and The Scheme are proposed to cover the entirety of the SCC area, which includes Mendip District Council, Sedgemoor District Council, South Somerset District Council, and Somerset West and Taunton District Council. Neighbouring Authorities who have been engaged during the production of SCC's BSIP include Bath and North East Somerset, North Somerset, Devon County Council Dorset Council, and Wiltshire Council.
- 6.3. The Plan and The Scheme for SCC are proposed to extend throughout the full administrative county of Somerset within its boundary (Figure 1) and changes to this boundary at any time will represent a variation to The Scheme.

**Figure 1: SCC Enhanced Partnership Plan and Scheme Area**



- 6.4. The County Council liaises with neighbouring authorities regularly to discuss cross-boundary bus issues. An Enhanced Partnership covering part, or all adjacent local authorities has been considered, but will not be taken forward at this time. However, the partnership may consider this desirable in the future, for example if a neighbouring authority is proposing an Enhanced Partnership in relation to cross-boundary bus services or development, and the partnership would wish to avoid a patchwork of inconsistent standards. Neighbouring authorities wishing to engage with the SCC Enhanced Partnership would do so initially on a similar non-statutory basis through the SCC Bus Advisory Board.
- 6.5. All operators running bus services in the SCC area have been invited to participate in the preparation of The Plan and The Scheme. The Scheme will come into effect from the 1 April 2022.
- 6.6. The Plan will be in place for 10-years from adoption (1 April 2022 to 31 March 2032) unless revoked earlier by the LTA under Section 138O of the 2000 Act. A full review of the effectiveness of the Plan (including its extent, objectives, and partnership governance) and Scheme (including measures and facilities provided, and requirements imposed) and compliance of both with competition

legislation will take place during the 12-months prior to 31 March 2027, forming a mid-term review.

- 6.7. Any changes to The Plan will follow the formal variation procedures as set out in Section 138L of the 2000 Act. The Plan may have different review arrangements to The Scheme.

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## 7. Bus Network Overview

7.1. The SCC Enhanced Partnership or buses can be transformational with the right level of funding and the improvements will:

- Deliver a step change in bus provision for current new bus users
- Provide a high-quality alternative to car travel

### OPERATORS AND THE MARKET

7.2. The main operator across the SCC area is First Bus. Market share based on the number of local bus services operated is dominated by First Bus (43.1%). Table 3 outlines the current (2021) market shares by routes operated.

**Table 3: Market Share by Number of Local Bus Services Operated in SCC**

<b>Operator</b>	<b>No Subsidy</b>	<b>De-minimis</b>	<b>Subsidy</b>	<b>Total</b>	<b>Market Share*</b>
First Bus (All)	40	4	6	50	43.1%
Fromebus	4	0	11	15	12.9%
SCC In House	0	0	13	13	11.2%
South West Coaches	1	3	6	10	8.6%
Hatch Green	1	0	9	10	8.6%
Libra Travel	0	0	5	5	4.4%
Mendip CT	0	2	1	3	2.6%
Bakers Dolphin	0	0	2	2	1.7%
Ridlers	0	0	2	2	1.7%
Isle Valley Transport	0	1	1	2	1.7%
ATWEST	0	0	2	2	1.7%
Stagecoach	1	0	0	1	0.9%
South Somerset CT	0	0	1	1	0.9%
<b>TOTAL</b>	<b>47</b>	<b>10</b>	<b>59</b>	<b>116</b>	<b>100%</b>

\*Market share based on the total number of local bus services operated

7.3. Market share can also be expressed by the proportion of weekly bus miles operated across Somerset on local bus service work (Table 4). Through this, First Bus remain dominant operating 75% of all local bus mileage, but other rankings

alter with Stagecoach running 7% of mileage reflecting the intensive nature and importance of its 'Falcon' service through the spine of Somerset.

**Table 4: Market Share by Local Bus Mileage Operated across SCC**

<b>Operator</b>	<b>Weekly Miles</b>	<b>%age of Total</b>
First Bus (All)	94,946	75%
South West Coaches	13,933	11%
Stagecoach	8,190	7%
Hatch Green Coaches	6,495	5%
Fromebus	4,021	3%
Libra Travel	2,425	2%

- 7.4. There is currently no active competition between operators on routes wholly operating within the SCC area. Limited competition occurs on some cross-boundary services between Somerset and Dorset.

#### **LOCAL BUS FLEET**

- 7.5. The total size of the local bus fleet across The Plan area is 189 vehicles (based on peak vehicle requirements) with an overall average age of 10 years.
- 7.6. First operate a fleet of 103 buses, many transferred from other areas of the UK, with an average age of 12 years. Smaller operators (including SCC's in-house fleet used on supported contracts and Slinky Demand Responsive Transport services) run a combined fleet of 86 buses with a more diverse mix of vehicles, either operated from new or bought second-hand - overall average age is 8 years.
- 7.7. The local fleet operating across Somerset is of mid-level standard, only three buses being one-year old or less (all with South West Coaches). There are currently no zero emission vehicles in the county and only 11% of buses meet latest Euro VI emission standards. However, 46% of buses are at Euro V standard. Table 5 summarises the key characteristics of the Somerset local bus service fleet.

**Table 5: Somerset Bus Fleet Characteristics**

<b>Key Metric</b>	<b>Somerset Fleet Proportion</b>
<3 yrs old	4%
<8 yrs old	39%
Euro 6	11%
Euro 5	46%
Euro 4	31%
<Euro 3	12%
Upgraded	5%
Single deck	81%
Double deck	19%
Single door	100%
Dual door	0%

- 7.8. Table 6 shows the bus vehicle fleet by operator and indicates potential to reduce carbon emissions from the fleet through retrofit upgrades to Euro V/VI for under half of all buses.

**Table 6: Somerset Bus Fleet Analysis by Local Bus Operator**

<b>Operator</b>	<b>Fleet Total</b>	<b>Ave. Age</b>	<b>Euro VI</b>	<b>Euro V</b>	<b>Euro IV or less</b>
First Bus	103	22	0	48	55
South West Coaches	23	9	4	9	10
Fromebus	18	11	0	7	11
Hatch Green	11	6	0	10	1
Libra Travel	8	8	0	5	3
Bakers Dolphin	3	10	0	2	1
SCC in-house fleet	23	5	17	5	1
<b>Total</b>	<b>189</b>	<b>9</b>	<b>21</b>	<b>86</b>	<b>82</b>

## **FACTORS AFFECTING THE LOCAL BUS MARKET**

7.9. There are several factors which are considered will affect, or have the potential to affect, the local bus market over the life of The Plan:

- Population density of 164 people/km<sup>2</sup> is one of the lowest in England.
- A rural county with a population of c564,000 spread over 4,171 km<sup>2</sup>.
- West Somerset has the lowest social mobility in England.
- 84% of households have access to one or more cars (74%, England).
- Somerset has the 4<sup>th</sup> lowest bus use per population in England.
- There has been a 40% decline in local bus patronage over the last 10-years.
- 42% of local bus passenger journeys used concessionary travel passes.
- Only 3.5 commercial kilometres operate for every 1 supported (England is 7:1).
- Only 1% of commuter journeys across Somerset are made by bus (84%, car).
- 78% of local bus distance occurs between 9am and 4pm.
- The top 5 performing routes carry 36% of all local bus passenger journeys.
- Somerset has an aging population putting pressure on local service viability
- Average parking charges are low making bus travel financially unattractive
- A complex fares and ticketing system set against the low parking charges
- A requirement to continue to decarbonise and modernise the bus fleet
- A requirement for bus services to connect better with rail / coach modes
- A requirement for bus services to connect new housing and job opportunities
- The cost of transport being a barrier for young people in deprived communities and/or low paid jobs, particularly if seeking work or starting new employment

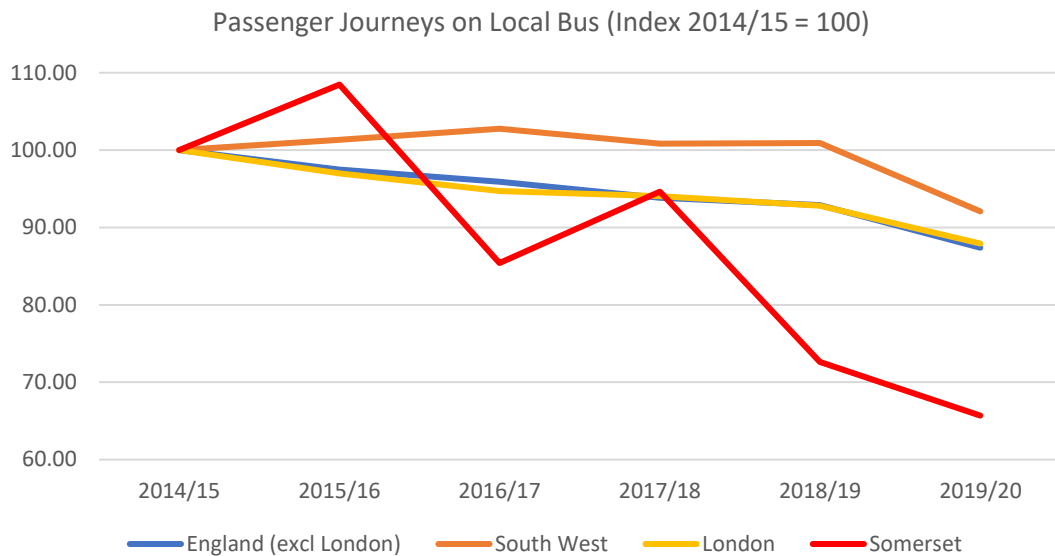


- 7.10. There are several primary and secondary towns situated across Somerset. These are generally well connected by the highway network and provide the opportunity for a core local bus network to develop along key axis. However, there is a significant 'north/south' divide in the prosperity of local bus services across Somerset with a more substantive and viable network operating in the north of the SCC area supported by the 'pull-effect' of movements to neighbouring North Somerset and Bath and North East Somerset LTA areas.
- 7.11. There is little in the way of a local rail network and the current local bus network could do more to provide regular and reliable connections to the rail stations that do exist across the SCC area and which provide strategic links to locations across the South West and England.
- 7.12. Congestion levels are relatively high in several town centres and this is forecast to increase over the lifetime of The Plan, justifying bus priority interventions planned in the BSIP.

## **PATRONAGE**

- 7.13. The number of bus journeys across Somerset has been falling consistently over several years - 8.9 million (2014/15) to 6.3 million (2018/19), and then down to 5.9 million (2019/20, when the pandemic started to impact on travel demand).
- 7.14. On average, Somerset residents make fewer bus journeys per year (14.0) versus the South West (38.9).
- 7.15. As an index, patronage in Somerset has fallen by around 34% in the last five years, faster than England, London, and the South West. Figure 2 suggests the local bus market in Somerset needs significant revitalisation through further investment into the transport system.

**Figure 2: Journeys on Local Bus Services (Indexed) 2014/15 to 2019/20**



**Source:** Bus Statistics Gov.UK (Table BUS0109)

- 7.16. The onset of the Coronavirus pandemic had an unprecedented impact on bus patronage and all other forms of transport as a number of restrictions on movement and social interaction were implemented by Government to protect public health.
- 7.17. Patronage has progressively improved over time and as of September 2021 sits at around 80% of normally observed levels based on local bus operator data and commentary.
- 7.18. Extrapolation of the current trend would indicate that passenger levels may have reached 90% by April 2022 when the Enhanced Partnership is implemented. This is the expectation of all local Bus Operators across Somerset. Therefore, there is a real risk that the residual impact continues into 2022/23.

## NETWORK OFFERING

7.19. Detailed analysis of the bus network has been undertaken to understand:

- the relative provision of bus services and levels of service (frequencies and spread of operation by day); and
- accessibility to a range of destinations including town centres, health, education, employment, and essential services; and the provision and adequacy of passenger infrastructure.

7.20. There are core bus corridors across Somerset with the majority originating in Taunton along with the string corridors seen travelling across the boundary from Somerset Towns to North Somerset and Bath and North East Somerset LTA areas. Across these corridors and other new alignments there is potential to grow passenger numbers where a strong bus offer is delivered.

7.21. Aligned to the Government's ambition for bus priority schemes, there is a programme outlined to deliver improvements to prioritise bus within main Somerset towns (e.g., Taunton and Yeovil) with a focus on two aspects:

- Measures to make it easier for buses to travel into and through these towns, which could be physical, for example junction improvements and the introduction of bus lanes, or digital, for example giving buses priority at traffic signals; and
- Measures to improve passenger experience, for example improved waiting facilities and real-time information underpinned by a Passenger Charter setting out expected standards of delivery.

7.22. This investment package is a fundamental component of our ambitious BSIP, and further detail is included in The Scheme.

## AVAILABILITY OF TRAVEL PLANNING AND PASSENGER INFORMATION

7.23. An online survey (2021) sought to understand how both non-bus users and regular users obtained information on local bus services (Table 7).

**Table 7: Public Search Types for Public Transport Information Sources**

<b>Information Source</b>	<b>Non-Users: % of respondents</b>	<b>Regular Users: % of respondents</b>
Paper timetable	15	16
Timetable at the bus stop	29	28
Telephone enquiry	5	2
SCC website	8	2
Local bus company website	75	59
Another website	21	15
Mobile App	22	21
Word of mouth	14	10
Existing Knowledge	N/A	15

- 7.24. The results present a clear gap between awareness/utilisation of operator-specific websites and the SCC website regarding how and where new and existing customers seek their information.
- 7.25. There is a reasonable proportion of users who continue to rely upon static information sources, especially timetables posted at bus stops, the use of which is higher than the use of mobile apps. Currently static timetables are provided using a mix of operator and LTA resources depending on the nature of the services and consistency of information can be an issue.
- 7.26. Availability of comprehensive passenger information is provided through a wide mix of sources including online information, printed information (at stop or as a leaflet), and information dispensed by telephone enquiry service.
- 7.27. A new 'Think Travel' portal providing a single source for all local bus and journey planning information is due to be launched by SCC in Q3 2021/22. This will replace the current low level of information available for local bus services across the SCC website.
- 7.28. The current 'Travel Somerset' website includes more complete and comprehensive information for walking and cycling with links for route maps across the county. There are also individual 'Getting Around' pages for respective settlements providing a more comprehensive set of information and useful weblinks, but only targeted to the specific location.

7.29. PlusBus is available for Taunton and Yeovil as well as through ticketing to destinations such as Minehead (for Butlins), however, complete information (e.g., cost, where and how to purchase) on these integrated options are extremely hard to find without some prior knowledge and such offers are generally poorly publicised.

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## **BRAND IDENTITY**

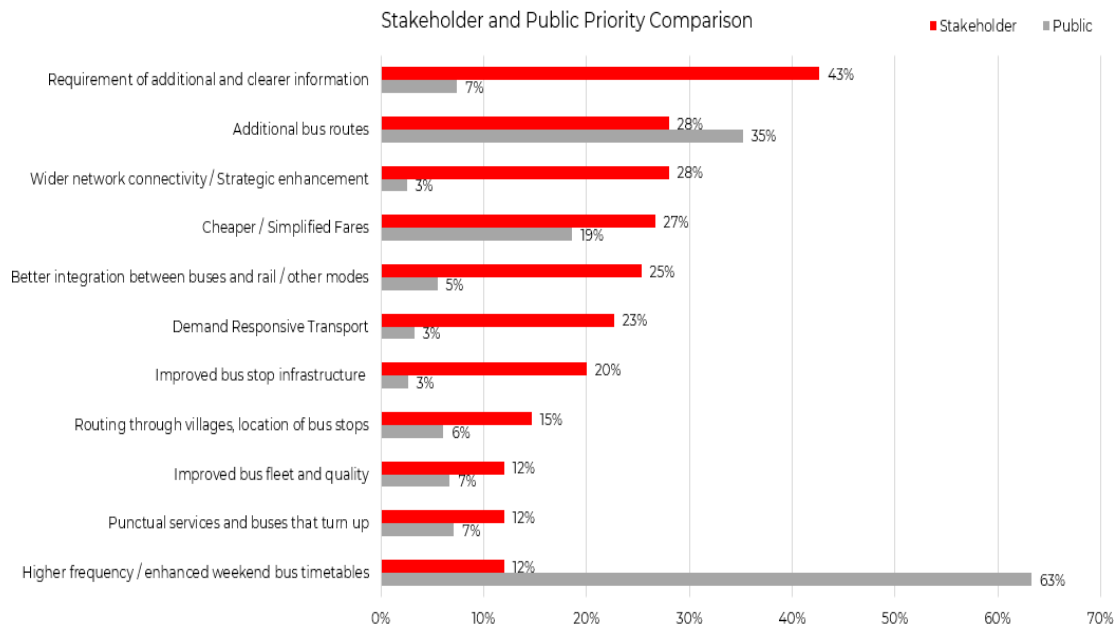
- 7.30. SCC has developed the Think Travel brand that can be used for multiple purposes from general travel information to the promotion of new infrastructure and campaigns. The objectives for this brand are:
- to provide timely travel information for users of public transport;
  - to promote different ways to travel around the county and try to influence consumer behaviour to make sustainable modes first choice; and
  - to communicate transport improvements and investments around the region.
- 7.31. The brand will ensure a single source of accurate and consistent information provision and will be customer focused ensuring that the provision of information meets customer requirements and encourages different travel behaviours. There will be digital functionality and a physical presence on the ground, for example bus stops, cycling routes, etc. The brand can be developed to enable integration with the Government's new national bus brand, and provision is included in our financial ask for its further development, e.g., linkages with proposed new Digital DRT services.

## **THE PASSENGER EXPERIENCE AND PRIORITIES**

- 7.32. To fully understand the key issues and priorities across Somerset, it was important to engage with as many different organisations and user groups as feasible. This was approached using a three-stage engagement plan.
- 7.33. In lieu of a formally organised SCC bus user forum, an initial scoping exercise was undertaken to identify a wide and diverse range of stakeholder organisations and, where possible, obtain a named contact within each.
- 7.34. These organisations were then categorised into four main groups for conducting stakeholder workshops, defined as; All public transport (bus, coach, rail, community transport) providers; council representatives (Town/Parish/District Councils, SCC's internal teams, and Neighbouring LTAs); Local bus user and campaign groups; Business and other special interest groups (covering a range of user needs from key attractors to passenger generators such as FE Colleges, Local Businesses, equality and diversity groups, the youth sector, and support agencies)

- 7.35. SCC also designed and hosted an online survey to capture the wider views of the public. The public survey was live from 19th July to 15th August 2021 and returned 1,549 responses (98% resident in Somerset).
- 7.36. This provided SCC with a rich dataset encompassing a diverse range of views and issues to help inform the key priorities for the BSIP.
- 7.37. From the public online survey, only 8% of respondents were 'very satisfied' or 'satisfied' with their local bus services. The top three issues preventing increased use were identified as 'Buses not going to places people want them to go' (41%), 'No buses running where people lived / worked' (37%) and the 'Cost of fares' (20%).
- 7.38. Regarding measures to encourage greater bus use, the top two related to previous barriers of buses not operating where/when were necessarily required – 'Earlier morning/late evening buses (including weekends)' (40%) and 'More direct services' (21%) – whilst 'Better information' (15%) ranked third, which suggests a lack of awareness of options could also be a factor for further consideration.
- 7.39. Finally, from the responses, a top five list of improvements were drawn out for incorporation into the BSIP. These were 'Real-Time bus tracking/information' (35%), 'Better Bus/Rail integration' (33%), 'A single ticket to use across all buses' (25%), 'Easy to read/clearer timetables' (24%) and 'Cleaner, greener buses' (23%).
- 7.40. Based on the common categories identified through the coding process the qualitative analysis of the public open text responses found the top three categories which stood out were - 'Higher frequencies/enhanced weekend timetables' (63%), 'Additional bus routes' (35%) and 'Cheaper and simplified fares' (19%), whilst all remaining categories scored <10%.
- 7.41. In contrast, the top five priorities for formal stakeholder groups were 'Additional and clearer bus service information' (43%), 'Additional bus routes' (28%), 'Wider network connectivity/strategic enhancement' (28%), 'Better integration with rail and other modes' (27%) and 'Cheaper and simplified fares' (25%). Figure 3 highlights and compares these results.

**Figure 3: Public and Formal Stakeholder BSIP Priorities**



7.42. Following on from stage-one and analysis of the quantitative and qualitative feedback, stage-two sought to take a deep dive into the various priorities to steer the final direction of the BSIP.

7.43. Based on the priorities understood from Stage-One, a series of key bus improvement attributes were derived. Within each, a sub-series of specific improvements were presented through the online *Mentimeter* interactive feedback platform.

7.44. Participants were asked to give their views on each proposed improvement using a five-point Likert Scale, where 1 = 'Not Important' through to 5 = 'Very Important'. Improvements were considered on their own merits and not be ranked in order of preference against other proposed attributes outlined.

7.45. The key points from the overall findings for each priority were:

- A consensus on the need for an all-Somerset bus app and less importance toward a single network brand/identity. RTI scored the highest overall for options presented with support for RTI at more bus stops across the network supported by QR codes at all bus stops.
- Consensus on more inter-urban bus services with feeder routes into a core network, supported by increased 'Park & X' options (e.g., park & bike) evidencing a need for a multi-modal approach. Increased rural services with DRT in rural areas was strongly supported.



- Consensus on the ability to book DRT in real-time with an app (e.g., a Digital DRT solution). A wait time of up to 60-minutes was acceptable versus 30-minutes helping to set the parameters for this deliverable. People felt that current DRT, providing point-to-point journeys, should be changed to DRT acting as a feeder to interchanges on a core network.
- There was a clear preference for a strategic hourly network coupled with maintaining good cross-boundary services to/from neighbouring authorities. Providing greater access to the coastal areas was important alongside Exmoor.
- Good consensus was found for the provision of RTI at rail stations plus better bus connections to rail stations. The mobility hub concept was also important and favoured. Making train stations more bus friendly and active travel links (walking and cycling) to bus stops scored close to 4.0.
- A new all operator youth fare was highly favoured (scoring above 4.0), as was reducing the number of ticketing options across the network and an all-operator ticket for groups/families.
- There was a strong preference for decreasing journey times and setting service levels based on general population size. Feeder routes into high frequency core networks returned the highest overall average score and regarding extending timetables, there was clear preference for later evening buses, as opposed to earlier morning buses.
- Improvements to bus shelters and seating/lighting at stops were seen to be important suggesting support for a bus stop hierarchy and design guide strategy in this area.
  - There is good consensus for better bus-rail interchange and respondents felt walking up to 400m to a facility was acceptable.

7.46. In summary, additional information, additional routes, wider network enhancements, cheaper and simplified fares, higher frequency and enhanced weekend services, and a core hourly network for the entire county remained the top priorities following Stage-Two.

## **BUS JOURNEY SPEEDS AND CONGESTION IMPACT**

- 7.47. Regarding average bus vehicle speeds, the Somerset network operates at a generally higher average speed across all road types. This is as a direct result of the highly rural nature of the county and lower proportion of primary roads in large urban areas. However, average speeds have gradually fallen in line with regional and national trends showing increases in car use. Somerset tracks the trend for rising car use across England very closely.
- 7.48. Data suggests that planned and actual bus speed differ between peak and off-peak periods, leading to conclusions that peak periods cause the most significant impacts on bus speeds across Somerset, albeit in isolated pockets within the primary and secondary towns.
- 7.49. As a direct result of fluctuating bus speeds, average journey times also differ, with journeys being slower by almost 50% in the morning midweek peak. This presents problems for bus services in terms of reliability and passenger perception, particularly for commuters who are a key target for mode shift.
- 7.50. Using detailed data analysis, we can isolate the 'flagged' routes and locations on each route where hot-spot delays occur. This allows us to develop strategies described later in The Scheme regarding interventions that will reduce average journey times in line with BSIP targets (see Annex A) and which are designed to maximise passenger benefit compared to the intervention outlay incurred.
- 7.51. However, the overall performance of average journey time is within the tolerances of the -1/+5 minute 'on-time' window, with average lateness outside of this 'on-time' window occurring across 8% of the scheduled trips analysed. This indicates that small interventions will reduce average journey times to their current schedules and furthermore, allow the network to lower its average journey times through the BSIP.

## 8. Outcomes and Interventions to Improve Local Bus Services

- 8.1. Following detailed analysis of the current local bus network across Somerset, an in-depth stakeholder engagement process that has sought the views of a wide range of formal stakeholders in addition to over 1,500 members of the public we have developed a set of key outcomes that will revitalise the local bus market across Somerset and put the passenger first in terms of accessibility and confidence in the network. Table 8 summarises these required outcomes and are not listed in any order of priority.
- 8.2. The objectives sit in parallel with plans to decarbonise the local bus fleet, bring parking and planning development in line with local bus network design, and deliver the BSIP progressively with multiple partners representing a wider audience than just public transport providers.

**Table 8: Outcomes to Improve Local Bus Services based on SCC BSIP Aims**

<b>Outcomes</b>	<b>BSIP Deliverable</b>	<b>Required Interventions (Deliverables)</b>
<b>Transport Decarbonisation</b>	1	Somerset local bus network – decarbonisation plan
	2	Park and Ride – Electric Buses and Lower Fares
<b>More extensive and frequent service network</b>	3	Minimum 60-minute core bus network
	4	7am to 7pm core bus network
	5	15-minute principal town corridor
	6	Demand led hub & spoke feeder network
	7	Digital DRT – the next step for Somerset
<b>Reduce the cost of travel</b>	8	No-fuss multi-operator ticketing
	9	Youth fare 16-25 year olds across Somerset
	10	All Operator Family and Group Tickets
	11	Reduced flat fares across Somerset towns
<b>Improved co-ordination</b>	12	Integration between rail and coach across Somerset
	13	Somerset Think Travel Portal

<b>An easily accessible and reliable network</b>	14	Somerset Local Bus Network – Vehicle Standards
	15	Progressive increases in bus priority measures
<b>A comfortable network with improved facilities</b>	16	The Somerset Bus Information and Branding Strategy
	17	Bus Station Improvements
	18	Stop design and information – increased user confidence

- 8.3. In seeking to reverse decades of local bus passenger decline and move Somerset out of the bottom five LTA areas regarding passenger journeys per head, delivery of the objectives outlined in Table 7 have focused on making the network more attractive, expansive, easy to use, more direct, and more affordable and thus, delivery of these objectives will improve the quality and effectiveness of local bus services in The Scheme area.
- 8.4. The Scheme will provide the facilities and measures in detail to deliver each planned objective set out in The Plan (Table 7) and the accompanying SCC BSIP. Using bespoke variations under the powers at Section 138E of the 2000 Act The Scheme will become more refined in its approach to each objective over time as the partnership process and known levels of funding become clearer through The Plan and The Scheme duration.

## Consultation Plans and Future Funding Arrangements

- 8.5. SCC's plans for consulting operators and passenger groups on how well The Plan and The Scheme is working centre on quarterly Bus Advisory Board meetings and agenda items focused on task/finish/evaluate activities. This high-level review will inform SCC and Bus Operators on the Enhanced Partnership's performance.
- 8.6. Linked to the Bus Advisory Board will be the Bus Users and Stakeholders (BUS) Group. This will comprise a wider range of bus user representatives and stakeholders with a vested interest in the local bus network (e.g. local businesses, and tourist locations). This group will provide a second tier of peer review and performance consultation and the group will be able to challenge the success of deliverables achieved through the Enhanced Partnership Plan and Schemes, providing feedback and evaluation to the Bus Advisory Board via the BUS Group Chair and passenger representatives.
- 8.7. Understanding local bus service user perceptions of the Enhanced Partnership Plan and Scheme success is also critical. On an annual basis SCC will capture and present the customer satisfaction results linked to the local bus network through the National Highways and Transport (NHT) Survey. In addition to the NHT Survey SCC and Bus Operators will consult at least annually in line with the BSIP review period on the performance of the local bus network and various facilities and measures put in place to make substantive improvements. This consultation will take the form of quantitative and qualitative data gathering through a range of potential channels, including but not limited to: face to face interviews; online surveys; local bus surgeries with results used to inform further iterations of the BSIP and record passenger perception of local bus performance changes due to changes made through the BSIP and Enhanced Partnership processes.
- 8.8. Further to regular consultation on the performance of The Plan and The Scheme, securing the right level of funding is also critical to ensure that:
  - Everyone, no matter where in Somerset, is connected to opportunity; and
  - Existing business can grow, and Somerset is able to continue attracting new businesses and inward investment.

8.9. The Bus Advisory Board will seek to draw on multiple funding sources where appropriate and if applications for funding are successful, to deliver the desired outcomes of the Enhanced Partnership Scheme:

- Bus Service Improvement Plan funding allocation from Central Government
- Rural Transport Fund (RTF)
- Zero Emission Bus Regional Area (ZEBRA) Fund
- Town Funds (TF)
- Future High Street Funds (FHSF)
- Developer contributions (e.g., Section 106)
- Reinvestment of operator revenue generated by schemes
- Other external funding opportunities as they arise (e.g. additional government grants or grants from rail operators)

## PART 2 – EP SCHEME

### THE SOMERSET COUNTY COUNCIL ENHANCED PARTNERSHIP SCHEME FOR BUSES IS MADE IN ACCORDANCE WITH SECTION 138G(1) OF THE TRANSPORT ACT 2000 BY:

SOMERSET COUNTY COUNCIL

#### Section 1 – EP Scheme Content

- 1.1 This document fulfils the statutory requirements for an Enhanced Partnership Scheme. In accordance with statutory requirements in Section 138 of the 2000 Act, The Scheme document sets out:
- Section 2** - Scope of The Scheme and commencement date
  - Section 3** - Obligations on the Local Authorities
  - Section 4** - Obligations on Bus Operators
  - Section 5** – Governance Arrangements
- 1.2 The Scheme can only be put in place if an associated EP Plan (The Plan) has been made. Therefore, this document should be considered alongside The Plan.
- 1.3 The Scheme has been jointly developed by Somerset County Council (acting also as the Local Highway Authority), relevant lower tier authorities and those Bus Operators that provide local bus services in The Scheme area. It sets out obligations and requirements on both the Local Transport Authority (LTA), lower tier authorities, and operators of local services to achieve the intended improvements, with the aim of delivering the objectives of The Plan.

## Section 2 - Scope of the EP Scheme and Commencement Date

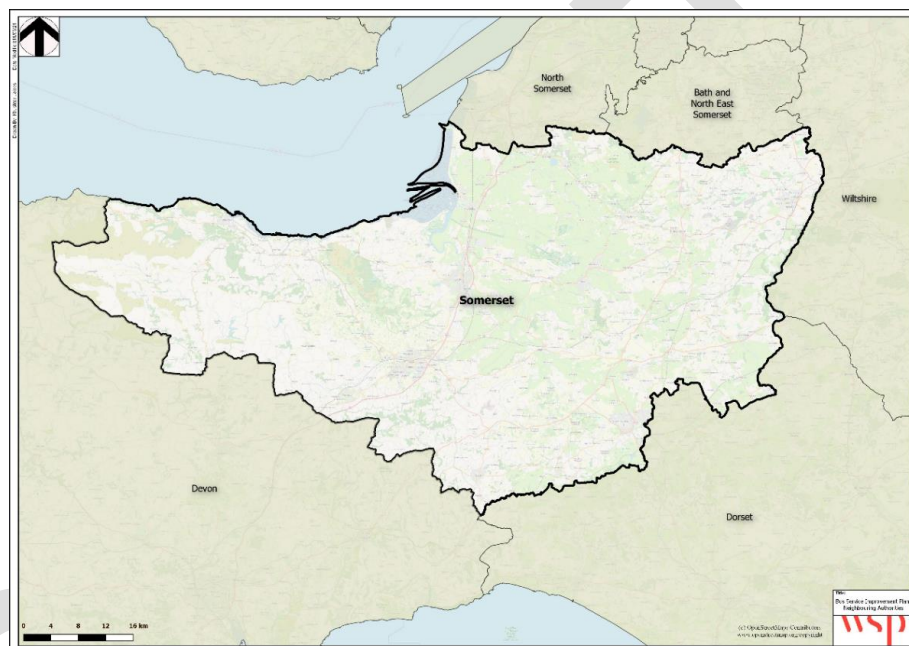
### Description of Geographical Coverage

2.1 The EP Scheme will support the improvement of all local bus services operating in the entirety of the Somerset County Council area.

2.2 A list of all local bus services and operators (correct as of October 2022) is provided in Scheme Annex C.

### Map of EP Plan and EP Scheme Areas

2.3 The map below identifies the geographical area covered by The Scheme. The area is the same as that covered by The Plan.



### Commencement Date

2.4 The Plan and The Scheme are made on 1 April 2022. The Plan will have no end date but will be reviewed every five years from the commencement date or as agreed jointly by parties to the Plan.

2.5 The Scheme will have no specific end date, but progress will be reviewed by Somerset County Council on a quarterly basis and publicly accessible reports will be prepared on a routine basis. The review will also consider and report against BSIP Targets outlined in Scheme Annex A. The Scheme cannot be revoked unless the Plan relating to it is also revoked. Where there is a Plan in Place there must be at least one Scheme made under it (see Section 5).



## Exempted Services

- 2.6 The following services are exempt from the requirements of the EP Scheme:
- 2.6.1 A service which has part, or all its route registered as a local service in the EP geographical area, but where that part of its route is 10% or less of the overall route distance covered by the service from its service start to service end point.
- 2.6.2 A service which is registered as a local service under section 6 of the Transport Act 1985, but which would otherwise be an excursion or tour within the meaning in section 137(1) of that Act is exempt from the headway requirements in section 4 of this agreement.
- 2.6.3 A service that is specifically operating a registered service to/from or in connection with a special event (e.g., a music festival) or due to an emergency event or force majeure where the service in question is operational for up to but no more than 14-days continuously.

## Proposed Funding Allocations

- 2.7 Following submission of the BSIP SCC has been provisionally allocated £11.9 million through the BSIP 2022 funding allocation by DfT. This is split into capital (£8.2m) and revenue (£3.7m) funding areas.
- 2.8 Following the allocation of provisional funding through the BSIP 2022 funding allocation, SCC proposes to apportion funding across capital and revenue areas based on the table below subject to feasibility study, consultation, and planning processes where required:

Capital Spend	Revenue Spend
<p>Taunton Bus Town:</p> <ul style="list-style-type: none"> <li>• Up to 4,000 metres of bus priority lane</li> <li>• Up to 19 bus priority junctions</li> <li>• Taunton Mobility Hub development</li> </ul> <p>Bridgwater:</p> <ul style="list-style-type: none"> <li>• Up to 500 metres bus priority lane</li> <li>• Up to 7 bus priority junctions</li> </ul> <p>Somerton Rural Mobility Hub.</p> <p>Somerton Rural DDRT feeder trial.</p>	<p>Taunton Bus Town:</p> <ul style="list-style-type: none"> <li>• Reduced town bus fares</li> <li>• Reduced Park &amp; Ride bus fares</li> <li>• Service Expansion Funding*</li> </ul> <p>Somerton Rural DDRT feeder trial.</p> <p>Expansion of SCC's Think Travel Portal (App and ticket purchasing options).</p> <p>Marketing costs to support BSIP schemes.</p> <p>Programme Management (at SCC level).</p>

## Section 3 - Obligations on the Authorities

3.0 The DfT has so far awarded Somerset County Council approximately £8.2 million capital funding and approximately £3.7 million revenue funding for a three-year period from 2022/23 to 2024/25, which Somerset County Council will use to deliver as much of the scope of the Facilities and Measures set out below as can be achieved within the available funding.

### Facilities<sup>1</sup>

3.1 Subject to the award of sufficient future funding, Somerset County Council will provide the Facilities set out below. The EP Scheme may need to be further varied in order to implement the Facilities, following discussion and agreement with the Board or by way of the Statutory Mechanism.

### More extensive and frequent network of services: Bus Priorities to Address Reliability and Punctuality

3.2 SCC shall seek to develop and implement a programme of bus priority improvements (bus lanes) subject to further feasibility, consultation, and planning processes within the identified "transformative" town of Taunton including;

3.2.1 Bus Priority Infrastructure (Bus Lane north-bound) from Junction of Staplegrove Road / Station Road along Station Road (A3038) to Junction of Station Road / Whitehall of up to 450m (0.45km);

3.2.2 Bus Priority Infrastructure (Bus Lane) at the Kingston Road / Clifton Road Gyratory of up to 350m (0.35km);

3.2.3 Bus Priority Infrastructure (Bus Lane both directions) along East Reach between Wordsworth Drive and Market House of up to 755m (0.76km) each way (total of up to 1,510m (1.5km));

3.2.4 Bus Priority Infrastructure (Bus Lane) on Hamilton Road from Leycroft Road to Wordsworth Drive / East Reach of up to 280m (0.3km);

3.2.5 Bus Priority Infrastructure (East-Bound only) along A38 between Rumwell (Park & Bus) and Tangier of up to 800m (0.8km);

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<sup>1</sup> Provided under s.138D(1) of the Transport Act 2000

- 3.2.6 Bus Priority Infrastructure (West-Bound only Bus Lane) from Junction of Corporation Street / Tower Street along Park Street to Junction of Park Street / Cann Street of up to 300m (0.3km);
- 3.2.7 Bus Priority Infrastructure (Bus Lane) at the Park Street Gyratory of up to 226m (0.23km);
- 3.3 SCC shall seek to develop and implement a programme of bus priority improvements (bus lanes) subject to further feasibility, consultation, and planning processes within the identified town of Bridgwater including;
  - 3.3.1 Bus Priority Infrastructure (Bus Lane) along A38 Taunton Road between Elmwood Avenue and Broadway of up to 280m (0.28km);
  - 3.3.2 Bus Priority Infrastructure (Bus Lane) along The Clink between The Leggar and East Quay of up to 200m (0.2km).
- 3.4 SCC shall seek to pursue delivery of bus priority through enhanced digital infrastructure, including Urban Traffic Management and Control (UTMC) system and digitally enabled information provision subject to further feasibility, consultation, and planning processes within the identified "transformative" town of Taunton including;
  - 3.4.1 Bridge Street / Tangier Way;
  - 3.4.2 Bridge Street / Station Road;
  - 3.4.3 Station Road / Priory Bridge;
  - 3.4.4 Kingston Road / Greenway;
  - 3.4.5 Greenway / Staplegrove Road;
  - 3.4.6 Wordsworth Drive / East Reach;
  - 3.4.7 Bridgwater Road / Toneway;
  - 3.4.8 Parkfield Road / Parkfield Drive;
  - 3.4.9 A38 / Mountway Road;
  - 3.4.10 A38 / Hospital North (access);
  - 3.4.11 A38 / Parkfield Road;
  - 3.4.12 Park Street Gyratory (3 arms);
  - 3.4.13 Castle Way / Tower Street;
  - 3.4.14 Corporation Street / Park Street (W-bound);
  - 3.4.15 A38 Wellington Road / Castle Street.

- 3.5 SCC shall seek to pursue delivery of bus priority through enhanced digital infrastructure, including Urban Traffic Management and Control (UTMC) system and digitally enabled information provision subject to further feasibility, consultation, and planning processes within the identified town of Bridgwater including;
- 3.5.1 Bristol Road / The Drove;
  - 3.5.2 Church Street / The Clink;
  - 3.5.3 East Quay / The Clink;
  - 3.5.4 Taunton Road (A38) / The Broadway;
  - 3.5.5 Northgate / The Clink;
  - 3.5.6 Penel Orliou / The Broadway;
  - 3.5.7 The Broadway / Salmon Parade.
- 3.6 SCC will work to a detailed delivery programme which will be established fully during the third quarter of financial year 2022/23. However, this programme will commence with an initial stage feasibility study for each corridor improvement strategy across Taunton North, Taunton East, Taunton West, and Bridgwater to be undertaken during the third quarter of financial year 2022/23. The programme will then move to a phase of parallel preliminary works and public consultation in the fourth quarter of financial year 2022/23 before the detailed design phase and commencement of capital works from financial year 2023/24 onwards.

### **A Safe and Comfortable Network: Introduce a Bus Stop Design Guide and Hierarchy Model**

- 3.7 SCC shall continue to seek an appropriate funding source to develop a programme of targeted bus stop improvements across The Scheme area, initially organising bus stop stock into four priority tiers and developing a bus stop design criterion for each tier before rolling out required upgrades and improvements on a corridor / route priority basis aligned to other objectives listed under 'measures'.

### **An Accessible and Reliable Network: Facilities to provide wider access to information across the local bus network**

- 3.8 SCC will continue to seek an appropriate funding source to develop a programme to identify and roll-out real time information (RTI) at key locations across the local bus network in parallel with the organisation of bus stops into priority tiers and the following programme of works coupled to corridor / route development;

3.9 SCC, using Think Travel as the stimulus, will seek to further develop its online presence to enable journey planning and real time information. Subject to funding, this may be further rolled-out to an app-based platform allowing journey planning, real time bus information, e-purse technology, and Digital DRT bookings;

3.9.1 Subject to feasibility, consultation, and development the next phase of the Think Travel portal (online ticket purchase in support of journey planning tools) will be launched. The use of BSIP funding will allow the Think Travel Portal to support the sale of tickets linked to each successful journey search and trip plan. This will allow a more positive experience for current and potential bus travellers and ensure that the Think Travel Portal facilitates the whole journey cycle - from planning to real-time bus tracking via ticket purchase.

### **Measures<sup>2</sup>**

3.10 Subject to the allocation of sufficient funding, Somerset County Council will seek to introduce the measures set out below. This will need to be varied in order to implement the measures, following discussion and agreement with the Board or by way of the Statutory Mechanism.

### **More extensive and frequent network of Services: SCC will seek a range of measures to meet priorities for a more extensive local bus network**

3.11 SCC will explore opportunities to set increased frequencies across a core network of local bus services, running across a set daily period and supplemented by additional, lower frequency services outside of these hours to provide more opportunities for travel across the day. Specifically, SCC will use its currently available BSIP revenue funding to provide;

3.11.1 An annual revenue funding figure of £450,000 for the years 2022/23, 2023/24, and 2024/25 to kick start network expansions across a range of town and intra-urban services connected to the Taunton local bus network (or beyond where synergies exist) with the specific aim of expanding services at weekends, evenings, and service frequencies over the 2019/20 baseline timetable at any time where this is likely to grow patronage over 2019/20 baseline levels.

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<sup>2</sup> Provided under s.138D(2) of the Transport Act 2000

- 3.12 SCC will continue to explore funding opportunities to specifically strengthen the local bus service offer across the Wellington-Taunton-Bridgwater corridor;
- 3.13 SCC will continue to explore funding opportunities to better serve rural communities, tourism 'honey-pots', and socially isolated communities through use of more innovative modes such as Digital Demand Responsive Transport (DDRT). It is envisaged that such services would be coordinated with changes to the core local bus network;
  - 3.13.1 Using the 2022 BSIP funding allocation, a trial of the DDRT concept connecting to core services at a mobility hub will be delivered in the Somerton and Yeovil areas. These will include as a minimum provision of the following through the BSIP funding;
    - 3.13.1.1 Two electric 10 seat DDRT vehicles and overnight charging equipment (SCC depot already connected to the grid);
    - 3.13.1.2 Installation of DDRT technology to vehicles in-build and post-build;
    - 3.13.1.3 DDRT Technology Set-Up and Operating Costs (including data, pax fee, annual license);
    - 3.13.1.4 Vehicle Operating Costs;
    - 3.13.1.5 Fare Revenue (deducted from OPEX).

**Reduce the Cost of Travel: SCC will support operators in enabling simpler fares and targeted promotions to drive growth**

- 3.14 SCC shall continue to explore funding opportunities to support, with revenue funding, targeted discounts on fares to encourage growth in the young persons passenger group;
- 3.15 SCC will continue to explore funding opportunities to enable operators to introduce multi-operator and through ticketing, with this seen as strengthening the core network offer and making interchange between the core network and feeder network solutions (e.g., Digital DRT) more attractive;
- 3.16 SCC shall use BSIP 2022 funding allocations to support, with revenue funding, reduced ticket prices on the Taunton park and ride service and local town networks, with a view to these becoming self-supporting after an agreed trial period. Specifically, SCC will use BSIP funding to provide;

3.16.1 A Taunton town fare cap operating within the area defined within Annex D and including all registered local bus services will operate. Travel for each adult single passenger trip entirely within this boundary will be charged by all operators at a maximum of £1.00 (one-pound) on each Bus Operator's local bus services. Children aged 0-5 (zero to five) years old (inclusive) travel for free, children aged over 5 (five) and up to 16 (sixteen) years old (inclusive) travel at half (50%) the adult fare, and holders of English National Concessionary Travel Scheme (ENCTS) passes will travel for free after 0930 (Monday-Friday) and all-day at weekends (in line with current arrangements);

3.16.2 Taunton Park and Ride bus service fares will be lowered to a maximum of £1.00 (one-pound) single (one-way) and a maximum of £2.00 (two-pounds) return (two-way) for all adult fare paying passengers. Children aged 0-5 (zero to five) years old (inclusive) travel for free, children aged over 5 (five) and up to 16 (sixteen) years old (inclusive) travel at half (50%) the adult fare, and holders of English National Concessionary Travel Scheme (ENCTS) passes will travel for free after 0930 (Monday-Friday) and all-day at weekends;

3.16.3 A map showing the extend of the Taunton Town Fare Zone is shown in Scheme Annex D.

3.17 SCC will provide measures for Bus Operators to voluntarily enter into Multi-Operator Ticketing Schemes that may be developed periodically with the intention of reducing the cost of travel within identified scheme areas. These are also set out in Section 6.

### **Improve Coordination: SCC will support work to create greater coordination between public transport services and access to trip generators**

3.18 SCC will continue to explore funding opportunities to examine the feasibility of undertaking works at key bus interchanges in Taunton, Yeovil, Wells, and Bridgwater to varying levels to better facilitate multi-modal interchange where appropriate and will seek to implement such schemes where feasible according to available budget;

3.19 SCC will continue to explore funding opportunities to identify locations and options for mobility hubs and subject to funding develop and implement these in partnership with operators to ensure there is network strength and interchange opportunity to justify further investment in upgraded facilities. Specifically, SCC will use BSIP 2022 funding allocations to support;

3.19.1 Subject to feasibility, consultation, and planning processes a new Taunton mobility hub within the town centre to ensure interchange between all town and intra-urban locally registered bus services, long-distance express coach services, local taxi services, private pick-up and drop-off, and active travel modes (including but not limited to – cycling, e-scooters, and walking); Feasibility work for this will be completed in quarter three of financial year 2022/23 with detailed design and consultation taking place from quarter four of financial year 2022/23. It is planned for capital works to commence from financial year 2023/24 and conclude during financial year 2024/25;

3.19.2 Subject to feasibility, consultation, and planning processes a new Somerton rural mobility hub to enable interchange between rural feeder services (e.g., DDRT) and core bus services within the town centre in addition to active travel and other complementary modes. Feasibility work for this will be completed in quarter four of financial year 2022/23 with detailed design and consultation taking place from quarter one of financial year 2022/23. It is planned for capital works to commence from quarter three of financial year 2023/24 and conclude during quarter two of financial year 2024/25.

~~3.19.3 Where DfT agreement is not given to deliver either/both proposed hubs, SCC will instead use the allocated capital spend on additional bus priority measures.~~

- 3.20 SCC will work with operators to ensure critical trip generators are better embedded into the core and feeder network patterns where feasible. Locations could include but are not limited to: hospitals; further education facilities; shopping centres; major employment centres; and train stations;
- 3.21 SCC will work with train operating companies and network rail to understand opportunities to better develop and deliver coordinated services and facilities between bus and rail services across The Scheme area and implement these where feasible;
- 3.22 SCC will seek to better embed the local planning process and parking pricing and capacity strategies into its approach to public transport provision to ensure priority is given to more sustainable modes.



### **An Easily Accessible and Reliable Network: Ensuring an attractive network proposition to new and existing passengers is presented**

- 3.23 SCC will work with operators to ensure that all local buses are able to accept contactless payment for all fare types by no later than 1 April 2022;
- 3.24 SCC will launch its Think Travel Portal by no later than 1 April 2022. This will provide a single location for all public transport information across Somerset and the platform for further measures to be delivered;
- 3.25 SCC will continue to explore funding opportunities and where possible implement the opportunities presented by Digital DRT concepts and applications in rural areas to understand the feasibility of using a combination of delivery models to provide greater rural accessibility. This work will look at, but not be limited to smaller MPV style vehicles, evening and night-time services, delivery by CT operators. Specifically, SCC will use BSIP 2022 funding allocation to undertake;
  - 3.25.1 A trial of the DDRT concept connecting to core services at a mobility hub will be delivered in the Somerton and Yeovil areas. These will include as a minimum provision of the following through the BSIP funding;
    - 3.25.1.1 Two electric 10 seat DDRT vehicles and overnight charging equipment (SCC depot already connected to the grid);
    - 3.25.1.2 Installation of DDRT technology to vehicles in-build and post-build;
    - 3.25.1.3 DDRT Technology Set-Up and Operating Costs (including data, pax fee, annual license);
    - 3.25.1.4 Vehicle Operating Costs;
    - 3.25.1.5 Fare Revenue (deducted from OPEX).

### **A Safe and Comfortable Network: SCC will establish ways to ensure users feel confident and secure in using public transport across Somerset**

- 3.26 SCC will work with operators to explore and where possible implement opportunities to set minimum vehicle standards across the network and tailored, where advantageous, to different corridors or routes;
- 3.27 SCC will work with operators to ensure services are specifically designed to be appealing to work age and leisure travellers, young people, and family groups;

- 3.28 SCC will work with operators to develop a plan for regular bus user consultation, in line with annual BSIP review as a minimum, to inform all partners on how well bus users feel The Plan and The Scheme are being delivered.

**Transport Decarbonisation: SCC will support operators in enabling Somerset to have an entirely zero emission local bus fleet.**

- 3.29 SCC shall continue to explore funding opportunities to work with operators to explore and if possible implement the opportunity to electrify the Taunton Park and Ride service and an exemplar inter-urban corridor to test this technology in different operating environments;
- 3.30 SCC will continue to explore funding opportunities to explore and where possible implement opportunities to deliver Digital DRT services with zero emission buses which may be smaller, MPV style vehicles using plug-in charging technology;
- 3.31 SCC shall commission a longer-term decarbonisation strategy with a structured and costed delivery plan.

**Additional measures: SCC will support the delivery of BSIP, and EP aims.**

- 3.32 SCC will make available a BSIP Programme Delivery Manager (PDM) (Grade 9) (funded through the BSIP 2022 funding allocation across a three-year period from 2022/23 to 2024/25) to support the delivery of BSIP funded items through a programme agreed with the DfT;
- 3.33 SCC will use BSIP 2022 funding allocation to market and promote all BSIP funded specific facilities and measures as appropriate to grow passenger awareness and use of the local bus network which are specifically linked to BSIP 2022 funding allocation activities;
- 3.34 SCC will work with operators and wider stakeholder groups to continually monitor, publish, and annually review the Somerset Bus Passenger Charter (BPC);
- 3.35 The Somerset BPC is shown in Scheme Annex E;
- 3.36 The Somerset BPC will ensure passengers travelling on local bus services across Somerset are clear regarding the level of service and recourse they can expect from SCC and operators across a range of operational issues.

## Section 4 - Obligations on Local Bus Operators<sup>3</sup>

4.1 Subject to the allocation of sufficient funding, the obligations set out below will apply to local Bus Operators. This will need to be varied in order to implement the obligations, following discussion and agreement with the Board or by way of the Statutory Mechanism.

### Vehicle Standards

4.2 Bus Operators in Somerset will work with SCC to establish a minimum vehicle standard for use across the local bus network. Facets of this standard will relate to, but not be limited to: emission standards, CCTV, on-board passenger facilities (e.g., WiFi, USB ports); audio visual passenger systems, and ticketing systems;

4.2.1 Specifically, Bus Operators with a fleet containing ten (10) vehicles or more used primarily on locally registered bus services will commit to modernise their fleet of buses operating only on registered local bus services across Somerset by lowering the average age of their bus fleet by one (1) year by each subsequent April from an agreed average fleet age baseline in April 2023 to a point in following years where no Bus Operator has a fleet of buses used on registered local bus services with an average age over six (6) years;

4.2.2 Where specific facilities applied to the highway and local bus network that are designed to reduce bus journey time are installed and provide a measurable time reduction over pre-installation baseline journey times, Bus Operators will within six (6) months reinvest in the local bus route(s) affected according to the approaches set out in 'Investment Mechanism' (Clause 4.22).

### Timetable changes

4.3 Bus Operators will work towards a system of agreed timetable change dates across the local bus network in Somerset and significantly increased coordination with local and national rail service timetables at bus/rail interchanges;

4.4 The timescales to agree this revised system of timetable change dates will not exceed the end of quarter four of financial year 2022/23.

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<sup>3</sup> Under s.138C of the Transport Act 2000

## Ticketing

4.5 Bus Operators in Somerset shall simplify fares and undertake targeted promotions to drive growth;

4.5.1 Specifically, Bus Operators providing local bus services within the Taunton Town Fare Zone (shown in Annex D) will commit to charging £1.00 (one-pound) per single trip (adult fare) on their local bus services. Children aged 0-5 (zero to five) years old will travel free, children aged over 5 (five) years old and up to 16 (sixteen) years old (inclusive) will travel for half (50%) of these fares, and holders of ENCTS passes will also travel free from 0930 (to 2300) each weekday and all day at weekends (Saturdays and Sundays inclusive);

4.5.2 These fares apply to all local bus services operating within the Taunton Town Fare Zone (shown in Annex D) where more than one bus stop is observed within the Taunton Town Fare Zone for boarding or alighting and will take effect no later than the end of quarter three of financial year 2022/23 and operate until the fourth quarter of financial year 2024/25 unless agreement is reached to curtail the pilot at an earlier date or extend it beyond this date;

4.5.3 Bus Operators alongside SCC will agree the mechanism to reimburse revenue foregone within the Taunton Town Fare Zone for which an agreed reimbursement between existing 'shadow' fares and the new maximum £1.00 (one-pound) per adult single trip will be paid through BSIP funds for a period of up to three-years from 2022/23 to 2024/25 on a route-by-route basis. Any generated passenger trips over this agreed baseline will attract only the £1 fare per trip (or variations by passenger class) that will be retained wholly by the bus operator where the service is operated commercially, or through any agreed service contract mechanisms where then service is operated under contract to SCC. Reimbursement will be based on non-generated passengers (i.e., reimbursement will cover all passenger journeys and not exclude those new to the local bus network and more than the agreed 2019/20 baseline patronage figure for each route as submitted by each Bus Operator using the template form shown in Scheme Annex G) and will be calculated by the difference between fares received and shadow fare levels agreed for journeys were the pilot not to be in place. Shadow fares will be subject to annual CPI increases and the mechanism for shadow fare calculation and fare

reimbursement is set out in detail in Scheme Annex F 'Somerset Taunton Town Ticket Reimbursement Agreement' and Scheme Annex G 'Somerset Taunton Town Ticket Data Sharing Agreement';

- 4.5.4 Where the overall passenger numbers for each route operating entirely within the Taunton Town Fare Zone (including generated passengers through the Somerset Taunton Town Ticket Scheme set out in 4.10.1) exceed the agreed 2019/20 baseline patronage figure for each route prior to reduced fares through 4.5.1 commencing thus creating a surplus of revenue over revenue achieved for the agreed 2019/20 baseline patronage figure for each route the Bus Operator agrees to reinvest this surplus into the Taunton Town Fare Zone area to deliver improvements following the approaches set out in 'Investment Mechanism' unless otherwise agreed by SCC. The agreed 2019/20 baseline level of patronage for each route within the Taunton Town Fare Zone is shown in Scheme Annex G.
- 4.6 Bus Operators in Somerset shall ensure that all buses used on local bus services will be able to accept contactless payment for all ticketing products offered;
- 4.7 Bus Operators providing services within the Taunton Town Fare Zone will use Tap On / Tap Off (TOTO) technology from quarter three of financial year 2023/24 and will work with SCC to develop a roll-out programme for vehicles used on routes within the Taunton Town Fare Zone;
- 4.8 Bus Operators will consider the options for introducing a group/family ticket into their portfolio of ticket options to encourage more group travel by public transport;
- 4.9 Bus Operators will make fare information available to support SCC's work to expand the Think Travel Portal to include ticket purchase opportunities and development of an 'App' to help passengers plan journeys, check current service status, and track buses.

### **Enhancing Frequency**

- 4.10 Bus Operators will explore and where possible implement opportunities where current local bus service frequencies can be further enhanced and establish if such enhancements will be commercially viable or if they will require initial or continued funding through the BSIP to achieve;
- 4.10.1 Where bus priority measures are planned, Bus Operators will submit to the Bus Advisory Board current operational performance data regarding current journey times, operational speeds, and variations by time periods and days of week such

that an agreed baseline performance can be defined prior to the launch of new bus priority infrastructure that will have the aim of reducing journey times and increasing bus operational speeds against the agreed baseline;

4.10.2 Specifically, where bus priority measures are installed and implemented across the network as described in Sections 3.2 through the 3.8 Bus Operators are required to document through data returns to the Bus Advisory Board the effects on journey time savings and reliability that these 'facilities' create with a view to proposing to the Bus Advisory Board ways to reinvest the saved journey time and consequent operational resources back into the Somerset local bus network. This may be achieved through, but not limited to, improved service frequencies, service extensions, additional operational hours, or new bus routes;

4.10.3 Where specific facilities applied to the highway and local bus network that are designed to reduce bus journey time are installed and provide a measurable time reduction over pre-installation baseline journey times, Bus Operators will within three and six months reinvest in the Somerset local bus network according to the approaches set out in 'Investment Mechanism';

4.10.4 Where bus priority measures that include junction treatments to move buses through the junction on extended 'green' phases are installed, the bus operator(s) whose services operate through these junctions agree to install any required on-bus equipment to allow the bus to communicate with the signals being approached such that the bus can activate the bus priority advantages being installed.

### **Limiting Frequency**

4.11 When contemplating making changes to frequency of services included within the Enhanced Partnership Scheme Bus Operators will consult with the Bus Advisory Board and take into account any comments made by the Bus Advisory Board prior to making such changes;

4.12 Where appropriate Bus Operators will be required to make reasonable endeavours to operate even headways across corridors where two or more services combine and to coordinate timetables between services across the network to enable increased interchange.

## **Co-ordination with Light or Heavy Rail Services**

- 4.13 Where possible (having regard to commercial and practical considerations), Bus Operators will coordinate local bus service timetables with light and heavy rail services where interchange locations are served as part of the local bus service route;
- 4.14 Bus Operators will be required to make reasonable endeavours to allow flexibility to accommodate late connections where possible;
- 4.15 When disruption (planned or unplanned) occurs on the rail network Bus Operators will make reasonable endeavours to coordinate services between themselves and work alongside rail operators to make special provision for services and capacity where this would benefit stranded passengers.

## **Co-ordination between local bus services or between local buses and other types of road transport such as Demand Responsive Transport (DRT)**

- 4.16 Bus Operators will ensure where possible (having regard to commercial and practical considerations), timetables are coordinated with other core and feeder network road transport services at agreed interchange locations to facilitate interchange. Bus Operators must make reasonable endeavours to allow flexibility for late connections where possible;
  - 4.16.1 Specifically, Bus Operators will coordinate all services that operate to, from, or pass through a mobility hub or defined interchange location developed through the BSIP programme being delivered using BSIP 2022 funding allocation. Initially this will relate to those mobility hubs being developed in Taunton and Somerton subject to feasibility, consultation, and planning processes. **Such coordination will be planned to be in place upon the agreed opening date of any such mobility hub facility;**
  - 4.16.2 Regarding connecting services at mobility hubs and defined interchanges, Bus Operators will bring to the Bus Advisory Board planned operating patterns to demonstrate interchange between services (and where possible other modes) so that the Bus Advisory Board can comment on these plans and understand any issues that may prevent interchange between some services or at any specific time periods (e.g., due to interchange capacity issues);
  - 4.16.3 Where DDRT services are developed alongside the local bus service network, such as those planned for the Somerton area, Bus Operators should ensure that all local

bus services provide interchange opportunities in each journey with DDRT services and that all parties delivering DDRT, and local bus services work together to coordinate service times through an interchange to maximise potential travel opportunities for passengers.

### **Understanding bus user perceptions and attitudes**

4.17 Bus Operators will work with SCC to develop a plan for regular bus user consultation, in line with annual BSIP review as a minimum, to inform all partners on how well bus users feel The Plan and The Scheme are being delivered.

### **Promotion of BSIP Schemes, Specific Objectives, and Bus as a Mode**

4.18 Bus Operators will work with SCC to support and actively market through their own resources in addition to any of those provided by SCC or other organisations any delivered BSIP schemes or specific objectives connected to SCC's BSIP outputs based on the BSIP 2022 funding allocation;

4.19 Bus Operators will actively promote more generally 'bus as a mode' with promotions including, but not limited to, holders of ENCTS passes, young people, group travellers, and the bus as a positive and sustainable mode of travel across the SCC area. Details of any planned promotional campaigns will be brought to the Bus Advisory Board for comment and to provide other members of the Bus Advisory Board the chance to explore ways to participate in any planned campaigns to add further weight to them.

### **Investment Mechanism**

4.20 Where investment in any single facility or corridor of combined facilities equates to measurable journey time savings on a route(s) over levels agreed no more than three months prior to delivery of the facility, Bus Operators will, within three (3) months of the facility generating measurable and agreed time savings undertake to carry out the following:

4.20.1 Where the measurable journey time saving allows one or more buses to be removed from the route(s) vehicle cycle to achieve the same operating pattern the Bus Operator will redeploy these within the Somerset local bus network to either increase frequency on the same route(s) (increasing the operating pattern) or increase service elsewhere across the network in agreement with the Bus Advisory Board whilst maintaining the same operating pattern on the original route(s) affected; or,



- 4.20.2 Where the measurable journey time saving does not allow one or more buses to be removed from the route(s) vehicle cycle (operating pattern) but does otherwise reduce journey time by an agreed figure on the route(s) the Bus Operator will commit to investing in additional local bus journey improvements using the operational time saved at a level commensurate with the cumulative timesaving across all journeys within one operational day in order to extend public timetable(s) outside of original operating hours prior to the facility being implemented (e.g., this may lead to new evening and weekend trips);
- 4.21 Where clauses under 4.20 cannot be met by realised time savings but investment in in any single facility or corridor of combined facilities equates to some measurable journey time savings over levels agreed no more than three months prior to delivery of the facility, Bus Operators will, within three (3) months of the facility generating measurable time savings, undertake to carry out the following:
- 4.21.1 Marketing and promotional activities that demonstrate to passengers and the public the improvements now being seen on the route and consider specific route branding and further promotion (e.g., ticketing and fares) that may further increase bus passenger use.
- 4.21.2 Invest in newer and cleaner buses to a minimum EURO VI standard for the route in question where this standard of bus represents a recognised step change over existing vehicles deployed;
- 4.22 Where investment in any single facility or corridor of combined facilities equates to measurable journey time savings on a route(s) over levels agreed no more than three months prior to delivery of the facility, Bus Operators will, within six (6) months of the facility generating measurable and agreed time savings undertake to carry out the following:
- 4.22.1 Seek to modernise the fleet of buses used on the route(s) to a cleaner level of emissions than currently operated and in so doing reduce the average age of the bus(es) used on the route(s) by at least one (1) year.

## **Section 5 – Governance Arrangements**

### **Bus Advisory Board**

- 5.1 The future content and arrangements for the variation and revocation of the EP Plan and EP Scheme will be considered by the Bus Advisory Board, whose members comprise;
- 5.1.1 Somerset County Council (as Local Transport Authority and Local Highway Authority);
  - 5.1.2 Planning Authority representation as necessary on specific matters;
  - 5.1.3 Bus Operators who are subject to the Somerset Enhanced Partnership requirements;
  - 5.1.4 Rail Operators providing rail services to the public in Somerset;
  - 5.1.5 Neighbouring Transport Authorities where there are cross boundary routes;
  - 5.1.6 Chair of the Bus User and Stakeholder Group; and
  - 5.1.7 Bus Passenger Representative(s) as specified by the Local Transport Authority.
- 5.2 The Bus Advisory Board is supported in its decision making by themed working groups, all of which take forward the more detailed workstreams. There will be oversight of the Enhanced Partnership from the Somerset County Council **Executive**, Scrutiny Committee. The structure of this governance is illustrated Annex B; and
- 5.3 Future content and arrangements for the variation and revocation of The Plan and The Scheme will be considered by the Bus Advisory Board.

### **Conduct of meetings of the Bus Advisory Board**

- 5.4 Meetings of the Bus Advisory Board will be held as if they are meetings of a decision-making body for the purposes of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012. Accordingly:
- 5.4.1 Meetings will be held in public although the public may be excluded from meetings or parts of meetings where a report contains confidential or exempt information or where a members' debate may lead to disclosure of confidential information. Confidential information to be discussed or which is likely to be discussed must be identified in advance of the meeting by the owner of the information;
  - 5.4.2 At least five clear working days' notice will be given, in writing, to each member of every ordinary meeting of the Bus Advisory Board, to include an agenda and

accompanying reports relating to the business to be transacted at the meeting. Late items will only be considered in exceptional circumstances, with the agreement of the Chair;

- 5.4.3 Meetings of the Bus Advisory Board will be held at least quarterly with the meeting arrangements including dates and times agreed by the Chair in consultation with the Board members;
- 5.4.4 Agendas, minutes, and reports of the Bus Advisory Board will be published on Somerset County Council's website. The only exception to this relates to confidential or exempt information;
- 5.4.5 The Bus Advisory Board may invite third parties to participate in meetings of the board and/ or be members of sub-groups or project teams established by the Bus Advisory Board; and
- 5.4.6 Third parties may request to address the Bus Advisory Board on a specific issue or proposal. The Chairman of the Bus Advisory Board will determine whether to grant the request.

### **Decision-making**

- 5.5 The Bus Advisory Board is an informal forum for collaborative discussion to formulate recommendations to its constituent organisations. Bus Advisory Board members will aim to come to a consensus view if possible and to acknowledge any areas of difference of opinion (subject to the bespoke arrangements for varying or revoking the Enhanced Partnership Scheme set out below where the procedure set out therein will apply). Any formal decisions will be a matter for the individual authorities to take under their own established governance processes.<sup>4</sup>

- 5.6 The overall Governance and decision-making process for the SCC EP is outlined in Scheme Annex B.

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<sup>4</sup> Any change can be made to the EP scheme where any member of the Board has made a proposal for a change. The Board will then consider the proposal in due course and the proposal will be implemented if it receives the unanimous support of Bus Operators and the support of the County Council. This procedure is most suited to simple, uncontentious changes. The requirement for unanimity will exclude anything controversial, in that case the statutory procedure will apply.

## **Review of EP Scheme**

- 5.7 Once The Scheme is made, it will be reviewed by the Bus Advisory Board every six months following publication of data on progress towards targets, as required by the BSIP – this will ensure any necessary action is taken to deliver the targets set out in the BSIP (see Annex A). Somerset County Council will initiate each review;
- 5.8 The Bus Advisory Board can also decide to review specific elements of the scheme on an ad-hoc basis. Bus Advisory Board members should contact Somerset County Council using the following email address [democraticservices@somerset.gov.uk](mailto:democraticservices@somerset.gov.uk) explaining what the issue is and its urgency. The LTA will then decide whether to table at the next scheduled meeting or make arrangements for all or the necessary Bus Advisory Board members to gather more quickly.

## **Bespoke Arrangements for Varying or Revoking the Enhanced Partnership Scheme**

- 5.9 Under powers at s.138E of the Transport Act 2000, Enhanced Partnership Scheme Variations where this section is quoted will be subject to the bespoke agreement and decision-making mechanism also as set out in this section;
- 5.10 Changes to or new flexibility provisions added to the EP Scheme under s.138E of the Transport Act 2000 shall only be included in the EP scheme if they satisfy the statutory objection mechanism as set out in The Enhanced Partnership Plans and Schemes (Objections) Regulations 2018.

## **Proposer of a variation**

- 5.11 Consideration will be given to potential Scheme variations highlighted either by Somerset County Council, one of the organisations represented on the Bus Advisory Board, or by an operator of local bus services. The proposer of a variation should demonstrate how this might contribute to achieving the objectives set out in the BSIP, The Plan and current local transport policies. Such requests should be in writing and submitted to [democraticservices@somerset.gov.uk](mailto:democraticservices@somerset.gov.uk). The LTA will forward all requests onto all Bus Advisory Board members within 5 (five) working days.

## **Decision-making process and bespoke objection mechanism**

5.12 On receipt of (or having itself initiated) a request for a variation under this section, Somerset County Council will reconvene the Bus Advisory Board, giving at least 14 days' notice for the meeting, to consider the proposed variation. If the proposed variation is agreed by all representatives of Bus Operators of qualifying local bus services present, and if Somerset County Council also agrees, the LTA will make the EP Scheme variation within seven working days and publish the revised EP Scheme on its website. Bus Advisory Board members who are absent or not expressing a view at the meeting (either in person or in writing<sup>5</sup>) will be deemed to be abstaining from the decision.

## **Revocation of an EP Scheme**

5.13 If Somerset County Council or another member of the Bus Advisory Board believes it is necessary to revoke The Scheme, the Bus Advisory Board will be reconvened. If the decision is taken to revoke The Scheme the LTA will follow the legislative procedures for revocation;

5.14 If at any point in the future, any area covered by The Scheme is included in a bus franchising scheme, the relevant requirements set out in The Scheme document will cease to apply to areas covered by the franchising scheme, in line with the arrangements set out in the franchising scheme.<sup>6</sup>

## **Data sharing and Confidentiality**

5.15 Members of the Bus Advisory Board must respect the confidentiality of any data or other information that is shown to them in confidence as part of their membership of the Bus Advisory Board.

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<sup>5</sup> This could also include proxy voting, if the Bus Operators concerned provide written confirmation to the LTA.

<sup>6</sup> Section 123H(6)-(8) of the Transport Act 2000

## **Section 6 – Voluntary Schemes**

### **Multi-Operator Ticketing Schemes**

6.1 Additionally, Bus Operators are encouraged, but not required, to enter into separate Multi-Operator Bus Ticket Schemes as these are periodically set up in partnership with SCC. These currently include;

6.1.1 The Somerset Taunton Town Travel Card Day Ticket.

6.2 A copy of each Agreement(s) for each Scheme included in 6.1.1 will be provided by SCC on the request of each operator willing to enter into the Agreement(s).

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## Scheme Annex A

### SOMERSET COUNTY COUNCIL STRATEGIC BSIP TARGETS

The Table below outlines the targets set in the BSIP for bus operation using 2018/19 as a baseline (representing the pre-pandemic period across England).

**Table 1: Somerset County Council BSIP Targets (subject to awarded funding)**

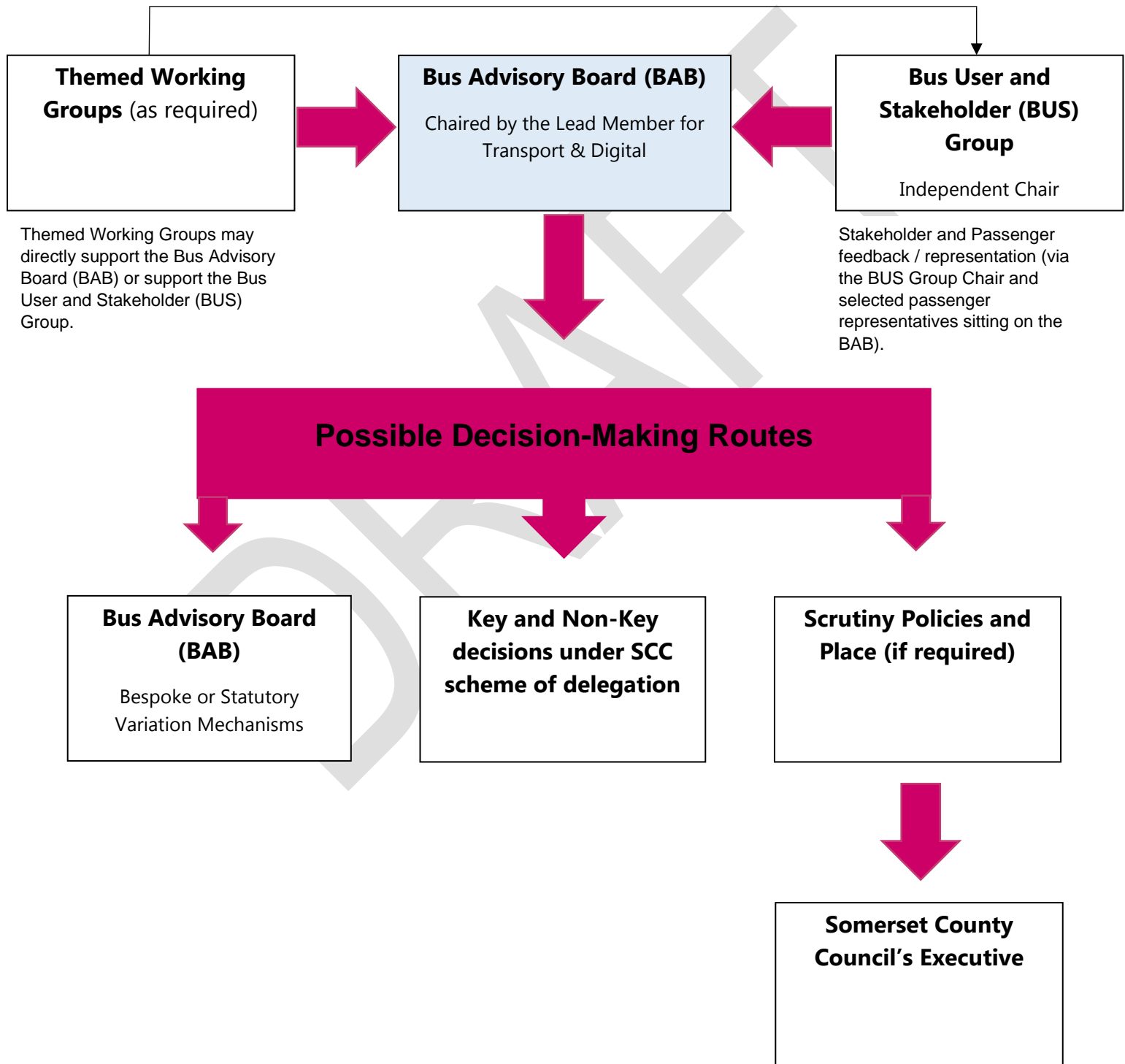
KPI	Target Description	2018/19 (Baseline)	By 2025	By 2030
<b>T1</b>	<b>Average Journey Time</b>  (Minutes one-way)	<b>Route Dependent</b>	<b>-5%</b>	<b>-5%</b>
		Based on a comparison of timetabled and AVL performance data across the network.	Focused on specific corridors / routes with target applied to actual average journey times. Influenced by contactless payment, hub and spoke network system, and peak period limited stop service overlays.	
<b>T2</b>	<b>Network Punctuality</b>  (%age of buses within the -1/+5 DfT punctuality window)	<b>80%</b>	<b>84%</b>	<b>90%</b>
		Based on DfT performance data for pre-Covid-19 traffic levels (2018/19)	+5% by 2025 as pax re-build to pre-Covid-19 levels. +7% by 2030 taking Somerset to 2006/07 levels. Aim to be best in region using a mix of network review / reconfiguration and priority interventions.	
<b>T3</b>	<b>Network Passenger Growth</b>  (Single passenger journeys per annum)	<b>6.3m</b>	<b>7.0m</b>	<b>8.9m</b>
		Passenger growth back to pre-Covid-19 levels by 2023/24 (April 2022 forecast to be 5.9m passengers at best). April 2023 6.3m (+7% growth and return to pre-pandemic levels), April 2025 7m (+11% growth), April 2030 8.9m (+5% year on year growth)		
<b>T4</b>	<b>Customer Satisfaction Level</b>  (Percentage of satisfied / very satisfied cohort to NHTS survey)	<b>47%</b>	<b>70%</b>	<b>80%</b>
		National Highways and Transport Survey will provide annual figures for customer satisfaction and progress will be reported and measured annually as a result.		

KPI	Target Description	2018/19 (Baseline)	By 2025	By 2030
<b>T5</b>	<b>Decarbonising the local bus fleet – ZEV roll-out.</b>  (Percentage of LTA fleet being ZEV)	<b>0%</b>	<b>60%</b>	<b>100%</b>
	Based on meeting SCC's aim for a fully decarbonised fleet by 2030 in line with wider targets and climate strategies set by the LTA. This target will progressively remove older diesel buses from the Somerset fleet while allowing newer buses to be used for the majority of their standard lifespan.			
<b>T6</b>	<b>Bus Stop Information and Facility Improvements</b>  (Percentage of bus stops improved based on their tier within the new bus stop hierarchy)	<b>0%</b>	<b>40%</b>	<b>100%</b>
	SCC is moving to unitary status within two years. This will see 2,887 bus stop locations fall under the overall control of the unitary LTA with some devolved powers to Parish Councils. This will enable a standardised programme of bus stop improvements to take place across the LTA targeting key corridors initially.			
<b>T7</b>	<b>Youth Fare (16-25 years discount)</b>  (Percentage volume of all ticket sales)	<b>15%</b>	<b>40%</b>	<b>50%</b>
	Combining several current youth / student fare options into one single young person's products available across all services will be a significant step forward and will answer calls for more affordable fares from this age group. The target is based on progressive uptake of this ticket as a proportion of all tickets sold.			
<b>T8</b>	<b>Accessibility to the network – within 400m of a frequent bus service</b>  (Percentage of overall population)	<b>24%</b>	<b>50%</b>	<b>80%</b>
	This target focuses on the population's access to frequent bus services following the introduction of a higher frequency core local bus network operating 0700-1900 daily. The current baseline is based on existing access to bus stops serviced by routes on the core corridors.			



KPI	Target Description	2018/19 (Baseline)	By 2025	By 2030
<b>T9</b>	<b>Timetable / Service Integration with Rail</b>  (Number of timetabled connections with the rail network followed by percentage increases)	<b>60 journeys</b>	<b>50%</b>	<b>80%</b>
	The baseline reflects current timetable analysis suggesting a low level of coordination between bus and rail timetables. Through the BSIP extensive partnership work will be undertaken to maximise the rail network for short- and long-range travel and to ensure that the bus is integral to rail journeys.			
<b>T10</b>	<b>Mode Shift from car to bus for commuter trips across Somerset</b>  (Percentage of trips made by bus to work)	<b>1.8%</b>	<b>3%-5%</b>	<b>7%-10%</b>
	Initially using baseline data taken as a proxy from Census 2011 information, the baseline will be updated following release of Census 2021 data. These challenging targets are designed to focus efforts on mode shift and in particular reflecting the efforts made across the bus network to make buses more attractive, reliable, and comprehensive to allow travel to work and multiple life patterns. Mode shift will be strongly affected by national policy and action in relation to the cost of travel by car. NB. These are initial targets which will be subject to review in light of further analysis and funding.			

**Governance Flowchart**



## Scheme Annex C

### List of All Local Bus Services and Operators Within the Scheme Area (Correct as of 8 September 2022)

<b>Route Number and Service Description</b>	<b>Route Operator</b>	<b>Operational Days</b>	<b>SCC Funded or Commercial</b>
1 Yeovil - Shepton Mallet	South West Coaches	Mon - Sat	SCC Funded
1 Oakhill - Bruton	South West Coaches	College Days Only	SCC Funded
1 Taunton - Priorswood	Buses of Somerset	Mon - Sat	Commercial
2 Taunton - Priorswood	Buses of Somerset	Mon - Sat	Commercial
3 Taunton - Bishops Hull	SCC in house Fleet	Mon - Sat	SCC Funded
4 South Somerset Villages - Strode College	Isle Valley Transport	College Days Only	SCC Funded
4 Taunton - Lane Estate	Buses of Somerset	Mon - Sat	Commercial
5 Bab Cary - Yeovil	SCC in house Fleet	Wed Only	SCC Funded
6 Bridport - Crewkerne - Yeovil	Buses of Somerset	Mon - Fri	Dorset CC Funded
6 Taunton - Holway	Buses of Somerset	Mon - Sat	Commercial
7 Taunton - Galmington	Buses of Somerset	Mon - Sat	Commercial
8 Pilton - Yeovil	SCC in house Fleet	Fri Only	SCC Funded
9 Donyatt - Crewkerne	SCC in house Fleet	Mon - Fri	SCC Funded
10 Porlock - Minehead	ATWEST	Mon - Sat	Parish Funded
10 Porlock - Minehead	Ridlers Coaches	Mon - Fri	Commercial
10 Porlock - Minehead	Buses of Somerset	College Days Only	SCC Funded
11 Yeovil Town Service	South West Coaches	Mon - Sat	SCC Funded
11 Minehead Town Service	Ridlers Coaches	Mon - Fri	Parish Funded
12 Taunton - Monkton Heathfield	SCC in house Fleet	Mon - Sat	SCC Funded
14 Bridgwater - Cannington - Nether Stowey	Buses of Somerset	Mon - Sat	SCC Funded
15 Minehead - Bridgwater College	Buses of Somerset	College Days Only	Commercial
16 Huish Episcopi - Bridgwater	Hatch Green Coaches	Mon - Sat	SCC Funded
19 Bridgwater - Street (College Day Journeys)	SCC in house Fleet	College Days Only	SCC Funded
19 Bridgwater - Street	Hatch Green Coaches	Mon - Fri	SCC Funded
20 Burnham - Brea - Weston	First West of England	Mon - Sat	Commercial
20 Seaton - Wellington - Taunton	Dartline	Mon - Sat	Devon CC Funded
21 Rooksbridge - Bridgwater College	Buses of Somerset	College Days Only	SCC Funded
21/21A Burnham - Bridgwater - Taunton	Buses of Somerset	Daily	Commercial
22/22A Taunton - Rockwell Green/Toneale	Buses of Somerset	Daily	Commercial
22B West Buckland - Taunton	SCC in house Fleet	Mon - Fri	SCC Funded
23/23B Williton - Taunton	Hatch Green Coaches	Mon - Fri	SCC Funded
25 Wiveliscombe - Dulverton section	Buses of Somerset	Mon - Sat	SCC Funded
25 Wincanton - Salisbury	Salisbury Reds	Tue and Sat Only	Commercial
26 Dulverton - Taunton	SCC in house Fleet	College Days Only	SCC Funded
28 Minehead - Taunton	Buses of Somerset	Daily	Commercial
29 Wells - Taunton	Buses of Somerset	Mon - Sat	SCC Funded
30 Taunton - Ilminster - Chard - Axminster	Buses of Somerset	Mon - Sat	Commercial
30 Frome Town Service	SCC in house Fleet	Mon-Sat	SCC Funded

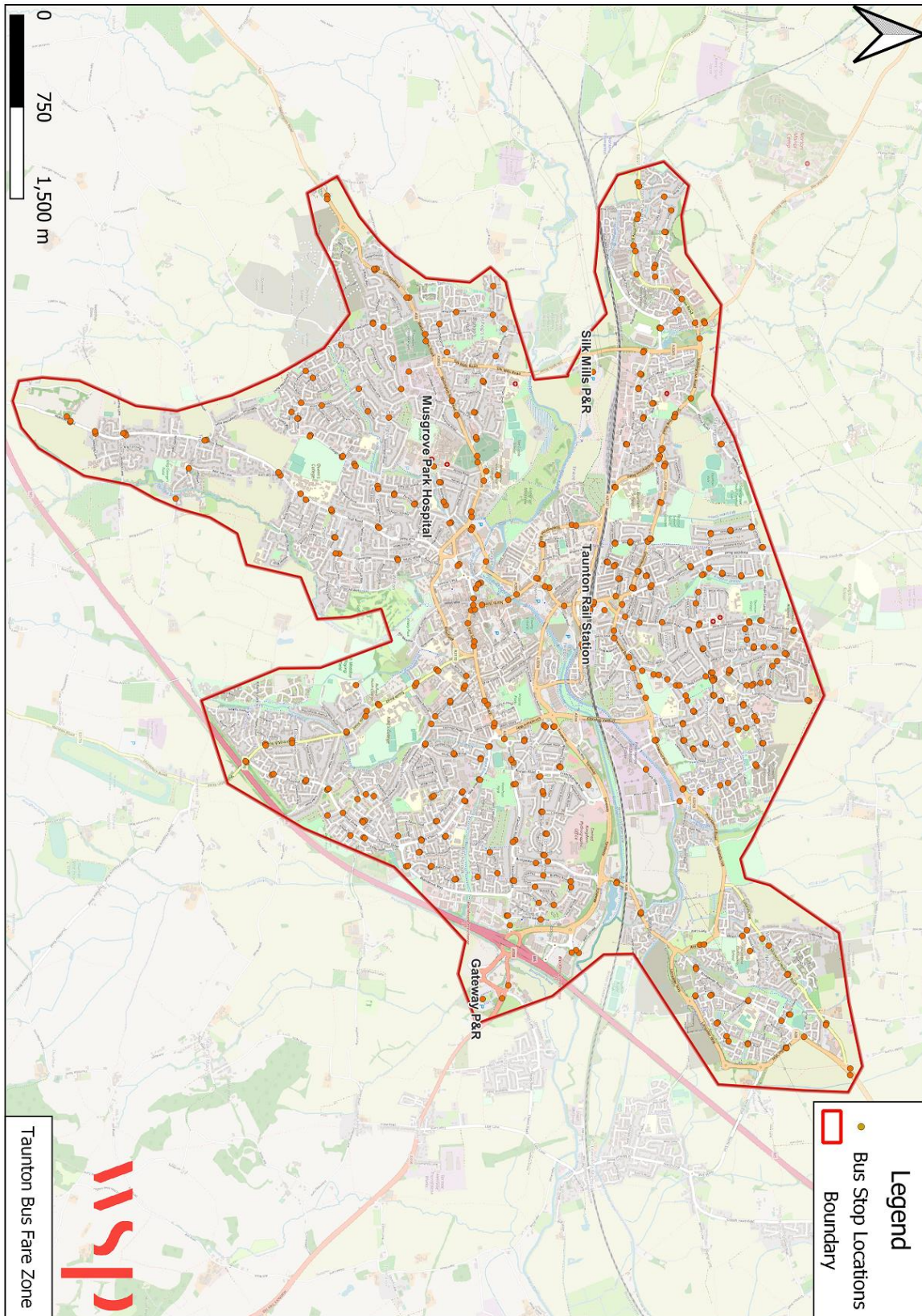
31A/31B Frome Town Services	FromeBus	Mon - Sat	Commercial
31 Beckington - Bruton	Libra Travel	College Days Only	SCC Funded
34 Chalton Horethorne - Bruton	SCC in house Fleet	College Days Only	SCC Funded
39 Bruton - Yeovil	SCC in house Fleet	Fri Only	SCC Funded
44 Over Stratton - Yeovil	SCC in house Fleet	Mon - Friday	SCC Funded
47 Frome - Westbury	FromeBus	Mon - Sat	SCC/WC Funded
51 Abbey Manor Park - Yeovil - Cavalier Way	Buses of Somerset	Mon - Sat	Commercial
51 Stoke St. Gregory - Taunton	Hatch Green Coaches	Mon - Sat	SCC Funded
52 Martock - West Coker	South West Coaches	Mon - Sat	SCC Funded
53 Warminster - Frome	FromeBus	Mon - Sat	SCC/WC Funded
54 Taunton - Langport - Somerton- Yeovil	Buses of Somerset	Mon - Sat	Commercial
55 Curry Rivel - Strode College	Buses of Somerset	College Days Only	SCC Funded
56 West Coker - Yeovil	South Somerset CT	Mon - Fri	SCC Funded
58/58A Yeovil - Henstridge - Wincanton	Buses of Somerset	Mon - Sat	Commercial
58/412 Frome to Westbury	FromeBus	Mon - Sat	SCC Funded
62 Weston - Bridgwater College	Bakers Dolphin	College Days Only	SCC Funded
66 Axbridge - Bridgwater College	Bakers Dolphin	College Days Only	SCC Funded
67 Burnham - Wookey Hole	Mendip Com Transport	Mon - Fri	SCC Funded
67/234 Frome - Trowbridge	FromeBus	Mon - Sat	SCC/WC Funded
68 Yeovil - Barwick - Yeovil Junction	SCC in house Fleet	Mon - Sat	Commercial
75 Bridgwater - Wells	Buses of Somerset	Mon - Sat	SCC Funded
77 Yeovil - Wells	Buses of Somerset	Mon - Sat	Commercial
80/X81 Gillingham - Frome - Trowbridge	FromeBus	Wed/Thurs Only	SCC/WC Funded
81 South Petherton - Yeovil	South West Coaches	Mon - Sat	SCC Funded
96 Yeovil - Chard - Taunton	South West Coaches	Mon - Sat	SCC Funded
97 Cannonsgrove - Trull - Taunton	Hatch Green Coaches	Mon - Sat	Commercial
98 Broadway - Taunton	Hatch Green Coaches	Mon - Fri	SCC Funded
99 Taunton - Chard	Buses of Somerset	Mon - Fri	SCC Funded
126 Weston - Cheddar - Wells	First West of England	Mon - Sat	Commercial
162 Frome - Shepton Mallet	FromeBus	Mon - Fri	SCC Funded
173 Wells - Chilcompton - Bath	First West of England	Mon - Sat	Commercial
174 Wells - Shepton Mallett - Bath	First West of England	Daily	Commercial
184 Frome - Midsomer Norton	Libra Travel	Mon - Fri	SCC Funded
185 Hallatrow - Norton St. Phillip - Rode - Trowbridge	CT Coaches	Thurs Only	Commercial
196 Glastonbury Tor Bus	Mendip Com Transport	Daily April to Sep	SCC Funded
198 Dulverton - Minehead	ATWEST	Mon - Sat	SCC Funded
376 Street - Glastonbury - Wells - Bristol	First West of England	Daily	Commercial
387 Sidmouth - Churchingford - Trull - Taunton	Dartline	Mon/Thurs Only	Devon CC Funded
398 Tiverton - Dulverton	Dartline	Mon - Sat	Devon CC Funded
414/424 Frome - Midsomer Norton	FromeBus	Mon - Sat	SCC Funded
519 Steanbow - Strode college	Libra Travel	College Days Only	SCC Funded
613 Bishops Lydeard - Bridgwater College	Hatch Green Coaches	Mon - Fri	SCC Funded
624 Chard - Bridgwater College	Hatch Green Coaches	College Days Only	SCC Funded
623 Rockwell Green - Wellington - Bridgwater College	Buses of Somerset	College Days Only	Commercial
625 Taunton - Cannington College	Buses of Somerset	College Days Only	SCC Funded

646 Charlton Horethorne - Strode College	South West Coaches	College Days Only	SCC Funded
647 Gillingham - Strode College	South West Coaches	College Days Only	SCC Funded
649 Gurney Slade - Strode College	Libra Travel	College Days Only	SCC Funded
652 Stoke Sub Hamdbdon - Strode College	South West Coaches	College Days Only	SCC Funded
665 Kingweston - Yeovil	Mendip Com Transport	Mon - Fri	SCC Funded
667 Wincanton - Street	South West Coaches	Mon - Sat	SCC Funded
667 Wincanton - Street	SCC in house Fleet	Mon - Fri	SCC Funded
668 Shipham - Street	Libra Travel	Mon - Fri	SCC Funded
669 Shepton Mallet - Street	FromeBus	Mon - Sat	SCC Funded
678 Dulverton - Minehead	Exmoor Community Bus	Thurs Only	SCC Funded
683 Keynsham - Wells	CT Coaches	Tue Only	Commercial
751 Wedmore - Street	Wedmore Community Bus	Fri Only	SCC Funded
753 Wedmore - Bridgwater	Wedmore Community Bus	Wed Only	SCC Funded
754 Wedmore - Weston	Wedmore Community Bus	Thurs Only	SCC Funded
755 Wedmore - Taunton	Wedmore Community Bus	Tue Only	SCC Funded
B1 Penlea Estate - Bridgwater - Sydenham Estate	Buses of Somerset	Mon - Sat	Commercial
D2 Bath - Norton St. Phillip - Frome	First West of England	Daily	Commercial
F- Bridgwater Town Service	SCC in house Fleet	Mon - Fri	SCC Funded
10C Stanchester School - Taunton	Hatch Green Coaches	College Days Only	SCC Funded
PR1 Taunton Park & Ride	Buses of Somerset	Mon - Fri	SWAT Funded
R001 Cartgate - Martock - Crewkerne - Colyford	Rooster Bus	Schooldays Only	Commercial
S1 - S3 Ilminster Shuttle	SCC in house Fleet	Mon - Fri	SCC Funded
X4 Wincanton - Gillingham - Surminster Newton	South West Coaches	Mon - Sat	Commercial
X10 Yeovil - Sherborne - Stalbridge - Blandford	Buses of Somerset	Mon - Fri	Commercial
X11 Yeovil - Dorchester	South West Coaches	Mon - Fri	Commercial
X34 Chippenham - Melksham - Trowbridge - Frome	Faresaver	Mon - Sat	Commercial
X47 Frome - Trowbridge	FromeBus	Mon - Fri	SCC/WC Funded
X69 Frome - Melksham	FromeBus	Mon - Sat	SCC/WC Funded
X75 Wells - Bridgwater College	Buses of Somerset	College Days Only	SCC Funded
Langport Surgery Bus	Isle Valley Transport	Mon - Fri	SCC Funded

**Slinky Demand Responsive Bus services funded by Somerset County Council**

West Somerset SLINKY	ATWEST	Mon - Fri	SCC Funded
Chard & Ilminster SLINKY	South Somerset CT	Mon - Fri	SCC Funded
Sedgemoor SLINKY	Mendip Com Transport	Mon - Fri	SCC Funded
Mendip SLINKY	Mendip Com Transport	Mon - Fri	SCC Funded
Martock & South Petherton Slinky	South Somerset CT	Mon - Fri	SCC Funded
Taunton & Wellington Slinky	SCC in house fleet	Mon - Fri	SCC Funded

**Taunton Town Fare Zone Boundary**





### Somerset Bus Passenger Charter [TEMPLATE]

#### Bus Passenger Charter – Purpose and Area

The purpose of this Bus Passenger Charter is to improve bus services across Somerset. This charter has been created in partnership between Somerset County Council (SCC) and local bus operators, bus users, and stakeholders. It covers all locally registered bus and coach services provided by all operators across Somerset, including any services operated on a flexible or demand-responsive basis and most services<sup>7</sup> provided by Community Transport.

This Bus Passenger Charter establishes a consistent standard for all bus services to meet (including punctuality, proportion of services operated, vehicle cleanliness and, information), sets out what passengers can expect from bus operators delivering local bus services across Somerset, and gives bus users the ability to hold all partners to account to the commitments we make to you below.

#### Our Commitments to You

This Charter sets out passenger rights<sup>8</sup> and a collective commitment from Somerset County Council (SCC) and local bus operators to work together to provide services which meet all passenger needs, which are measurable against the SCC Bus Service Improvement Plan (BSIP) targets:

As a partnership we commit to deliver the following service standards to you, ensuring:

- all bus journeys are operated as advertised and adhere to published timetables and routes;
- we provide timely service disruption information including the impacts of any roadworks through all reasonable communication channels;
- that your journey is reliable and safe;
- that you travel on vehicles which are clean, comfortable, and accessible to all;
- that all buses required to comply with Public Service Vehicle Accessibility Regulations (PSVAR) do so;
- we provide recognisable bus stops with up-to-date information where infrastructure allows;
- all bus stops are accessible, free from damage once this is reported, and safe to use;
- we do all we can to discourage unreasonable behaviour by other passengers on the bus;
- we make reasonable adjustments to accommodate the individual needs of passengers;
- all customer-facing staff receive customer and disability awareness training at least bi-annually;
- all buses displaying route information, including a route number, destination, and staging points;
- all information provided for passengers being as accurate, relevant, and accessible as possible;
- all electronic (online) information will be in date, clear, and easily printable and viewable;

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<sup>7</sup> Only those operated under s22 of the 1985 Transport Act carrying passengers for separate fares on registered routes.

<sup>8</sup> You can request information about your rights when you use locally registered 'regular' bus and coach services. These are included in the Conditions of Carriage produced by each individual operator.

- timetable and journey planning information is provided through the following channels:
  - o The SCC Think Travel portal, and SCC and bus operator social media platforms and Apps;
  - o Operator websites that adopt the principles of accessible web design; and
  - o At bus stops, shelters, and interchanges where facilities exist to display information;
- there are different ways to pay for your journey including cash, contactless, and mobile Apps;
- bus operators provide a range of value-for-money tickets that are easy to understand;
- we introduce processes and systems that help make staff aware of travellers with disabilities; and
- we make available information relating to the carriage of wheelchairs, prams, and buggies in a joint 'Somerset Conditions of Carriage'.

## Your Commitments to Us

Bus travel and the continuing improvement of the local bus network is a partnership process. We believe that this also includes our passengers and feel that you can make a difference too by:

- Respecting bus drivers and their requests, other staff and your fellow passengers;
- Reporting damage to buses, bus stops, or bus shelters to help us know what we need to repair by letting us know through the channels listed below in 'Beyond Your Journey';
- Clearly signalling to the bus driver that you want to board when waiting at a bus stop;
- Having your pass, ticket or payment ready as you board to help keep buses running on time;
- Keeping your bus clean by not putting feet on seats and taking your litter home with you;
- Allowing wheelchair users to occupy the dedicated wheelchair spaces when they need them;
- Sitting whenever possible and not standing at the front of the bus, blocking others and distracting the driver;
- Ringing the bell in advance of when you want to get off the bus; and
- Staying seated or holding onto the handrails while the vehicle is moving at all times.

## Beyond Your Journey – Comments and Suggestions

SCC welcomes feedback about bus services across the Somerset area. To make any comments or suggestions regarding bus services you can contact SCC by following:

[Comments and Suggestions \(somerset.gov.uk\)](https://www.somerset.gov.uk)

Or by telephoning: 0300 123 2224

When you forward to SCC any comments or suggestions regarding local bus services, we will collectively use them to identify areas for improvement.

## Beyond Your Journey – Compliments and Complaints

Please contact the local bus operator directly in the first instance regarding any issues relating to:

- Driver behaviour
- Reliability including early running and lateness
- Vehicle cleanliness



- Fares and ticketing
- Bus service and timetable information

For all other issues contact SCC by following:

[Compliments and Complaints \(somerset.gov.uk\)](http://somerset.gov.uk)

Or by telephoning: 0300 123 2224

We aim to give you a response within 10 (ten) working days. If we are unable to do so within that timescale, we will contact you to outline an expected response time.

## Independent Appeals

If you disagree with the response received to any complaint, you also have the option of approaching Bus Users UK (by post to Bus Users UK, 22 Greencoat Place, London SW1 1PR, email to [enquiries@bususers.org](mailto:enquiries@bususers.org) or Telephone on 0300 111 0001) who will try to resolve the issue for you.

They may refer your complaint to the Bus Appeals Body ([appealservice.co.uk](http://appealservice.co.uk)). SCC, and all local bus operators abide by the Bus Appeals Body's recommendations.

## What to Expect When Things Go Wrong

Where either SCC or a bus or coach operator falls short of the commitments set out in this charter causing you to raise this directly with the relevant organisation, you will receive an apology from the relevant party and, where appropriate, compensation.

If for any reason the last scheduled journey to your destination from the bus stop at which you are waiting becomes later than 45-minutes or is cancelled, you will be reimbursed for the taxi cost to get you to the destination stop of the intended service. You must provide a taxi receipt to the relevant operator and details of the journey including date, time, and locations involved.

Where buses fail to operate or break-down for reasons within the control of the local bus operator causing passengers to miss connections to other bus / rail services suitable compensation will be provided on a case-by-case basis. Where the passenger has made alternative travel arrangements a receipt for the costs should be submitted with the complaint for consideration by the relevant operator.

## Date, Validity and Availability of this Charter

This Charter<sup>9</sup> was published on [Date TBC] and will be reviewed annually. It will be updated when required following consultation through Somerset's Bus Users and Stakeholders (BUS) Group. This bus passenger charter is available online by visiting:

[insert link].

Additionally, we can make the bus passenger charter available in a range of accessible formats. Please call 0300 123 2224 to discuss your requirements.

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<sup>9</sup> Version number 1.1

## Improving your services and funding them

We've made an Enhanced Partnership (EP) with all local bus operators running services within, to or from Somerset to deliver our Bus Service Improvement Plans (BSIPs). Links to the SCC EP and BSIP are given below:

<https://somersetcc.sharepoint.com/sites/SCCPublic/Transport/Forms/AllItems.aspx?id=%2Fsites%2FSCCPublic%2FTransport%2FEnhanced%20Partnership%20Plan%20and%20Scheme%2029%2E3%2E2022%2Epdf&parent=%2Fsites%2FSCCPublic%2FTransport&p=true&ga=1>

<https://somersetcc.sharepoint.com/sites/SCCPublic/Transport/Forms/AllItems.aspx?id=%2Fsites%2FSCCPublic%2FTransport%2FSomerset%20Bus%20Back%20Better%5FFINAL%20291021%2Epdf&parent=%2Fsites%2FSCCPublic%2FTransport&p=true&ga=1>

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## Legal considerations

**Statutory rights** - This charter does not affect your statutory rights.

**Legal relationships** - This charter does not change any legal relationship between bus operator, local government, and passenger.

**Links to legal rights** - This charter contains links to key documents that will help you if you want to read more about your rights, such as a bus company's conditions of carriage.

**Equalities Act and inclusivity** - The measures in this charter aim to improve the inclusivity of services and how they are held accountable. They will take protected characteristics (e.g., age, ethnicity, disability, etc) into account.

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## Annex 1

For all queries relating to timetable information, lost property or to feedback your experience on a particular service, you can contact the relevant partners who have signed up to this Bus Passenger Charter using the details below:

**Bus Operator Details** [Insert all Operators in the SCC EP]

**Local Transport Authority Details** [Insert SCC details from EP]

**Bus User and Stakeholder Group Details** [Insert BUS Group details from EP]

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**Somerset Taunton Town Ticket Reimbursement Agreement**

**[TEMPLATE]**

**Dated** 2022

**SOMERSET COUNCIL**

**and**

**[OPERATOR]**

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**REIMBURSEMENT  
AGREEMENT  
RELATING TO REDUCED BUS  
FARES in TAUNTON**

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This Agreement is made on

2022

- (1) **Somerset County Council**, of [xxxx, Somerset] (**Council**); and
  - (2) [*insert name of Operator*], a [limited liability company] with company number [◆] and with registered office at ◆ (**Operator**),
- (each a **Party**, together the **Parties**).

#### Whereas

- (A) The Council is to deliver a reduced bus fare pilot in the town of Taunton (**Pilot**) through the Enhanced Partnership (as defined below).
- (B) The Council is the recipient of a Bus Service Improvement Plan (**BSIP**) grant of £11,855,859 from the Minister of State for Transport (**Grant**), to deliver a package of capital and revenue schemes over a three-year period between 2022/23 and 2024/25. An element of the revenue funding is to be used to reimburse bus operators for the difference (in whole or part) between the Shadow Fares (as defined below) and the Passenger Fares (as defined below) charged to passengers in the town of Taunton who use applicable services.
- (C) The Operator provides bus services in the town of Taunton and agrees to charge passengers discounted fares on applicable services.
- (D) This Agreement sets out the terms agreed between the Council and the Operator for such reimbursement.

#### It is agreed

##### 1 Definitions

In this Agreement:

**Adjustment** means an adjustment to any of the following after the completion of a Review:

- (a) Passenger Fares;
- (b) Shadow Fares;
- (c) ticket types;
- (d) Eligible Routes;
- (e) Eligible Services;
- (f) the Reimbursement Calculation;
- (g) any other detail provided in Schedule 1 from time to time

**Agreement** means this Reimbursement Agreement, together with its Schedules

**Bus Service Operators Grant** means a discretionary grant paid to operators of eligible local bus services, as determined by the Department of Transport, to help them recover some of their fuel costs

**Business Hours** has the meaning given in clause 12.10(b)(i)

**Commercially Sensitive Information** means the information of a commercially sensitive nature relating to the Operator, its intellectual property rights, or its business or which the Operator has indicated to the Council that, if disclosed by the Council, would cause the Operator significant commercial disadvantage or material financial loss

**Competent Regulatory Authority** means, for the purposes of Subsidy Control Law, the Department for Business, Energy & Industrial Strategy, any independent body established by the United Kingdom for the purposes of monitoring and enforcing Subsidy Control Law and any successor bodies that may carry on their respective functions

**Confidential Information** means all confidential information (however recorded or preserved) disclosed by a Party or its representative to the other Party and that Party's representatives in connection with this Agreement, including:

- (a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (b) any information developed by the Parties in the course of carrying out this Agreement;
- (c) Personal Data; and
- (d) any Commercially Sensitive Information

**Data** has the meaning given in clause 6.1

**Dispute** has the meaning given in clause 13.1

**Eligible Routes** means the eligible routes as set out in Schedule 1

**Eligible Services** means registered local bus services operating within the town of Taunton as set out in Schedule 1 but excluding the following services:

- (a) any schools, educational or works registered local bus service not eligible for Bus Service Operators Grant;
- (b) any services operated under section 22 of the Transport Act 1985;
- (c) any registered local bus service which is an excursion or tour;

- (d) any other registered local bus service that the Operator and Council agree (acting reasonably) should be excluded from all or specific requirements of the Enhanced Partnership scheme

**Enhanced Partnership** means an enhanced partnership plan and scheme(s) made by the Council and to which the Operator (amongst others) is subject, over the Enhanced Partnership Area

**Enhanced Partnership Area** means the area designated as such in the Enhanced Partnership

**Environmental Information Regulations** means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations

**Executive Level Director** means a person from time to time appointed as the holder of such office within each Party

**FOIA** means the Freedom of Information Act 2000, and any subordinate legislation made under the same from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation

**Grant** has the meaning given in recital (A)

**Information** has the meaning given under section 84 of FOIA

**Insolvency Event** means in relation to the Operator:

- (a) stopping or suspending or threatening to stop or suspend payment of all or a material part of its debts, or becoming unable to pay its debts, or being deemed unable to pay its debts under section 123(1) or (2) of the Insolvency Act 1986, except that in the interpretation of this paragraph, section 123(1) of the Insolvency Act 1986 shall have the effect as if “£750” was substituted to “£50,000”;
- (b) any step being taken by any person with a view to its winding up or any person presenting a winding-up petition which is not dismissed within five (5) Working Days;
- (c) a receiver, manager, administrative receiver or administrator being appointed in respect of it;
- (d) ceasing or threatening to cease to carry on all or a material part of its business, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by the other Party before such step is taken (which approval shall not be unreasonably withheld or delayed); or
- (e) any event occurring which, under the law of any relevant jurisdiction, has an analogous effect to any of the events listed above

**Invoice** has the meaning given in clause 4.2

**Passenger Fares** means the passenger fares as set out in Schedule 1

**Reimbursement** means the reimbursement payable in accordance with clause 4 and determined in accordance with the Reimbursement Calculation

**Reimbursement Calculation** means the calculation used to determine the Reimbursement as set out in Schedule 1

**Representative** means the person appointed by each Party to be the primary contact of that Party and to have day to day management of this Agreement

**Request for Information** means a request for information or an apparent request under the FOIA or the Environmental Information Regulations

**Review** has the meaning given in clause **Error! Reference source not found.**

**Review Date** means a date three (3) calendar months after the Date of Commencement as defined in Clause 3.1 and each date three (3) calendar months thereafter.

**Review Period** means a period of three (3) calendar months the first such period beginning on the Date of Commencement and further Review Periods being each successive three (3) calendar month period thereafter.

**Senior Manager** means the person in each Party's organisation responsible for the overall management and oversight of this Agreement

**Shadow Fares** means the shadow fares as set out in Schedule 1

**Subsidy Control Law** means the subsidy control provisions embodied in Part Two, Title XI, Chapter 3 of the UK-EU Trade and Cooperation Agreement, the relevant World Trade Organisation rules on subsidy control including, without limitation, in the Agreement on Subsidies and Countervailing Measures, the Agreement on Trade-Related Investment Measures, and the General Agreement on Trade in Services and any subsidy control provisions contained in free trade agreements between the UK and other states and the Northern Ireland Protocol and any legislation on subsidy control that may be enacted by the United Kingdom following the date of this Agreement including all related secondary legislation and jurisprudence (including any applicable judgment, court order, statute, statutory instrument, regulation, or decision (insofar as legally binding))

**Term** has the meaning given in clause 3.1

**Termination Date** means the earlier to occur of the last day of the last Term and the day this Agreement terminates in accordance with its terms

**Working Day** means any day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business

**Working Groups** means the working groups associated with the Pilot (which are represented by the Council, Operator and other bus operators who are part of the Enhanced Partnership scheme), including:

- (a) steering groups;
- (b) marketing and communication groups; and
- (c) technology groups.

## 2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) any clauses and schedules form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement, and references to this Agreement include them;
- (b) the headings, contents table and recitals in this Agreement are for convenience only and do not affect its interpretation;
- (c) references to this Agreement or any other documents are to this Agreement or that document as in force for the time being and as amended, supplemented, varied, modified, renewed or replaced or extended from time to time in accordance with the requirements of this Agreement or that document (as the case may be);
- (d) references to any legislation are to be construed as references to that legislation as from time to time amended or to any legislation from time to time replacing, extending, consolidating or amending the same;
- (e) reference to a person includes any person, firm, body corporate, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing and vice versa;
- (f) a reference to a party is a reference to a party to this Agreement and includes the party's personal representatives, successors and permitted assigns;
- (g) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, contractors, sub-contractors, consultants, suppliers, agents and other representatives;
- (h) the words include and including are to be construed without limitation; and
- (i) references to the singular includes the plural and vice versa.

## 3 Commencement and Term

3.1 This Agreement shall commence on the date of the Enhanced Partnership variation as referred to on page 2 of the Enhanced Partnership Plan and Scheme (**Date of Commencement**) and, subject to its earlier termination in accordance with Clause 9, shall expire on the third anniversary of the Date of Commencement unless extended by mutual agreement of the parties (**Term**).



## **4 Payment**

- 4.1 The Council shall pay the Operator the Reimbursement in accordance with and subject to the process set out in this clause 4.
- 4.2 The Operator shall provide the Council with the Data in accordance with clause 6.2 enclosing an invoice setting out the total Reimbursement claimed in respect of such Data in the preceding month (**Invoice**).
- 4.3 Subject to clause 4.4, the Council shall pay an Invoice within thirty (30) days from the date on which the Data and Invoice were received.
- 4.4 If the Council disputes an Invoice:
- (a) the Council shall notify the Operator in writing, specifying the reasons for disputing that Invoice;
  - (b) the Council may request further evidence from the Operator in relation to the Invoice and/or claim and upon such request the Operator shall provide all evidence as may be reasonably necessary to verify the disputed Invoice within five (5) Working Days of request;
  - (c) the Council shall pay to the Operator all amounts not disputed by the Council on the due date in accordance with clause 4.3;
  - (d) the Parties shall negotiate in good faith to attempt to resolve the dispute promptly; and
  - (e) if the Parties have not resolved the dispute within ten (10) Working Days of the Council giving notice to the Supplier, the dispute shall be resolved in accordance with clause 13.
- 4.5 The Council may at any time set off any liability of the Operator to it against any liability it has to the Operator, whether either liability is present or future, liquidated or unliquidated, where liability arises under this Agreement, and by prior written agreement with the Operator where liability unrelated to this Agreement arises. Any exercise by a party of its rights under this clause 4.5 shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
- 4.6 Where the Council has reason to believe that any of the Data supplied are inaccurate for any reason, or relevant data are missing, it may substitute its own estimates in the calculation or adjustment of the Reimbursement due and/or delay or withhold payments. The Council shall notify the Operator of such action, and the Operator shall forthwith rectify any errors, inaccuracies, or omissions.
- 4.7 The Council shall only be obliged to pay the Operator the Reimbursement in accordance with the parameters agreed with the Council and as set out in Schedule 1.

## **5 Subsidy Control Law**

- 5.1 The Council may withhold or reduce the Reimbursement amount and/or require the Operator to repay any or all the Reimbursement already paid to the Operator to the extent that:
- (a) repayment or recovery is required under or by virtue of any Subsidy Control Law; and/or
  - (b) the Council is required to repay or recover the Reimbursement in whole or part by the Competent Regulatory Authority or any court or review body.
- 5.2 Any amount of the Reimbursement required to be repaid in accordance with clause 5.1 will bear interest at such rate as is required under or by virtue of any Subsidy Control Law for the period required under or by virtue of any Subsidy Control Law.

## **6 Operator Data**

- 6.1 The Operator is required to provide, in the format as set out at Schedule 2, the following data (**Data**) in respect of each month:
- (a) total number of passengers journeys made on Eligible Routes using Eligible Services (as set out in Schedule 1);
  - (b) total revenue from the journeys described in clause 6.1(a);
  - (c) total number of individual passenger tickets sold from the journeys described in clause 6.1(a);
  - (d) total revenue from individual passenger tickets sold from the journeys described in clause 6.1(a);
  - (e) total revenue from Shadow Fares from individual passenger tickets sold from the journeys described in clause 6.1(a);
  - (f) comparison data of passenger ticket sales versus such sales before implementation of the Pilot using:
    - (i) a comparison period equivalent to the Review Period for a previous year to be agreed between the parties (for example comparing data from Q3 in one year with Q3 in another year); and
    - (ii) the closest comparable ticket types to the Passenger Fares; and
  - (g) any other data requested by the Council in writing which it requires for the purposes of the Pilot (acting reasonably).
- 6.2 The Operator shall send the Data electronically to the Council each month at the email address set out at clause 12.10 which must be received by the Council no later than the tenth (10th) day of the month following the month to which the claim relates.

- 6.3 Within one (1) month of the date of this Agreement, the Operator shall provide the Council with the following details in writing:
- (a) name, telephone number and email address of the contact providing the Reimbursement claims on behalf of the Operator;
  - (b) name, telephone number and email address of the contact (if different to the contact described at clause 6.3(a)) requiring notification in relation to this Agreement, including any potential concerns around any act or omission of the Operator.
- 6.4 If the Operator commences operation of an Eligible Service, it shall supply to the Council the following details:
- (a) a copy of the service registration;
  - (b) all relevant fares and fare tables; and
  - (c) a list of the ticket types valid for travel on such services.
- 6.5 The Operator shall inform the Council within five (5) Working Days of any circumstances leading to the temporary cessation or major disruption to the Eligible Services.
- 6.6 The Operator shall retain for six (6) years and make available to the Council all invoices, receipts, accounts, and records relating to this Agreement.

## **7 Review**

- 7.1 The Council (or its agent) in collaboration with the Operator shall commence a review of this Agreement and of the Data in respect of each Review Period (**Review**) on or before the final Working Day of the month immediately following end of the relevant Review Period. The Parties shall use reasonable endeavours to complete each Review on or before the final Working Day of second month following the end of the relevant Review Period.

### **Worked example**

*The Parties shall commence a Review of the Data submitted in respect of the first Review Period ([the date of this Agreement] up to and including 31 December 2022) on or before 31 January 2023. The Parties shall use reasonable endeavours to complete that Review on or before 28 February 2023.*

- 7.2 The aim of each Review shall be to:
- (a) assess the success of the Pilot against its objectives;
  - (b) determine whether an Adjustment is required;
  - (c) consider the amount of Reimbursement paid as at the time of the Review against the remaining Grant amount;

- (d) assess each of the ticket types (as set out in Schedule 1) to understand any increase or decrease in sales of the same against historic data;
  - (e) assess any increases in income of the Operator arising from the Pilot; and
  - (f) assess such other information as the Council and the Operator considers appropriate in relation to the Agreement and make any necessary adjustments.
- 7.3 Following completion of each Review, the Council shall notify the Operator in writing within five (5) Working Days specifying whether or not it requires an Adjustment to be made, including reasons for any Adjustment and the particulars of any Adjustment.
- 7.4 If the Council notifies the Operator that it requires an Adjustment, the Parties shall seek to agree in writing the details of the Adjustment within ten (10) Working Days of receipt of a notice given in accordance with clause 7.3.
- 7.5 Following such agreement (or determination in accordance with clause 7.7):
- (a) Schedule 1 and Schedule 2 shall be updated (as appropriate) in accordance with clause 12.5 (Alterations); and
  - (b) all details therein shall be adjusted from the following Review Date.
- 7.6 If the Council notifies the Operator that it does not require an Adjustment, the details contained in Schedule 1 and Schedule 2, and the methodology of calculating the Reimbursement payable by the Council, each as applied during the Review Period immediately before the Review was completed shall continue to apply thereafter.
- 7.7 Notwithstanding clause 13, if the Parties cannot agree the details of any Adjustment in accordance with clause 7.4, the Council shall determine the Adjustment at its sole discretion and clause 7.5 shall apply accordingly.

## **8 Operator's obligations**

- 8.1 The Operator shall not charge any passenger who uses an Eligible Service more than the Passenger Fare for such service.
- 8.2 The Operator shall:
- (a) attend and actively participate in the Working Groups by attending related meetings to be held from time to time; and
  - (b) be actively involved in all aspects of the Pilot to ensure it is a success, including by participation in the following activities:
    - (i) marketing and communications;
    - (ii) providing information to the public;

- (iii) determining future:
  - (A) fare levels;
  - (B) ticket types and
  - (C) product ranges; and
- (iv) any other activity requested by the Council (acting reasonably) in writing for the purposes of the Pilot.
- (c) act in good faith and not undermine the principles of the Pilot.

## **9 Termination**

9.1 The Council may terminate this Agreement:

- (a) on sixty (60) Working Days' written notice to the Operator for any reason whatsoever; or
- (b) immediately by written notice to the Operator, if the Operator ceases to provide at least one (1) Eligible Service.

9.2 Without prejudice to the Council's other rights and remedies, the Council may at its absolute discretion, by written notice to the Operator and with immediate effect, withhold or suspend payment of all or part of the Reimbursement, if:

- (a) the Operator is in material breach of this Agreement;
- (b) the Operator suffers an Insolvency Event;
- (c) any information given or representation made by the Operator in any correspondence, report or other document submitted to the Council relating to the Eligible Services or otherwise under this Agreement is found to be incorrect or incomplete to an extent which the Council acting reasonably consider to be material or which is likely to have a materially detrimental effect on the Operator's ability to provide the Eligible Services or perform its obligations under this Agreement; or
- (d) the Operator and/or one or more of its employees commits any fraud in connection with this Agreement,

provided that the Council shall exercise its rights and remedies in a timely manner and where any material breach continues to subsist and payment has been withheld or suspended for a period in excess of fifteen (15) Working Days, unless the Operator is diligently proceeding with an agreed rectification plan, the Council shall either reinstate the payments or terminate this Agreement in accordance with its rights under clause 9.3.

9.3 Without prejudice to the Council's other rights and remedies, the Council may terminate this Agreement immediately by written notice to the Operator:

- (a) if the Operator is in material breach of this Agreement and the breach is either:
  - (i) not capable of rectification;
  - (ii) not rectified within fifteen (15) Working Days of receipt by the Operator of written notice of such breach from the Council; or
- (b) on any of the grounds listed in clauses 9.2(b) to 9.2(d); or
- (c) in the event of a finding by a court or a Competent Regulatory Authority that this Agreement breaches Subsidy Control Law.

9.4 The Operator may terminate this Agreement immediately by written notice to the Council:

- (a) if the Council is in material breach of this Agreement and the breach is either:
  - (i) not capable of rectification; or
  - (ii) not rectified within fifteen (15) Working Days of receipt by the Council of written notice of such breach from the Operator; or
- (b) the Council suffers an Insolvency Event.

9.5 Upon termination of this Agreement for material breach, the Party in material breach shall pay the other Party's reasonably and properly incurred costs in relation to the termination.

9.6 Upon expiry or earlier termination of this Agreement, all provisions of this Agreement shall cease except for the following provisions, which shall survive such expiry or earlier termination and continue in force (or come into force, as applicable) in accordance with their terms:

- (a) clause 4;
- (b) clause 6.6;
- (c) this clause 9;
- (d) clause 11;
- (e) clause 12; and
- (f) any other provision that is expressly or by implication intended to come into or continue in force on or after expiry or earlier termination,

and save also for any antecedent breach by, and accrued rights of, either Party.

## **10 Assignment and novation**

The Operator may not assign or charge any of its rights or the benefit of all or part of this Agreement or novate, transfer, delegate or sub-contract any of its duties or obligations without the prior written consent of the Council (not to be unreasonably withheld or delayed).

## **11 Freedom of information**

11.1 The Operator acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations. The Operator shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Council all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- (c) provide the Council with a copy of all Information belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council requires within five (5) Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Council.

11.2 The Operator acknowledges that the Council may be required under the FOIA and Environmental Information Regulations to disclose Information (including Commercially Sensitive Information). The data supplied by the Operator shall be subject to the confidentiality and data sharing provisions contained in Schedule 3 to this Agreement.

## **12 General**

### **12.1 Written waivers only**

None of the provisions of this Agreement shall be considered waived by any Party unless a waiver is given in writing by that Party.

### **12.2 No reliance**

In entering into this Agreement no Party may rely on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it) made by or on behalf of any other Party before the signature of this Agreement and each of the Parties waives all rights and remedies which, but for this clause, might otherwise be available to him in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this clause shall limit or exclude any liability for fraud.

### **12.3 Entire Agreement**

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement and supersedes and extinguishes all previous agreements, understandings and negotiations between the Parties relating to that subject matter and shall apply to the exclusion of all other standard conditions, whether written, oral, express or implied which either Party may

purport to apply or which are endorsed upon any correspondence or documents issued by either Party irrespective of their date of communication.

#### **12.4 Acknowledgment**

Each Party acknowledges that in entering into this Agreement, it is not relying upon any statement, draft, agreement, undertaking, warranty, promise, assurance, or arrangement of any nature whatsoever, whether written or otherwise, relating to the subject matter of this Agreement made by any person prior to the date of this Agreement which is not set out in this Agreement. Each Party waives all rights and remedies which, but for this clause 12.4, might otherwise be available to it in respect of any such representation, warranty, collateral representation, or other assurance. Nothing in this Agreement shall, however, limit or exclude any liability for fraud or fraudulent misrepresentation.

#### **12.5 Alterations**

Any alteration to this Agreement must be in writing, refer specifically to this Agreement and be duly executed by each Party.

#### **12.6 Counterparts**

This Agreement may be entered into in the form of two (2) or more counterparts, each executed by one or more of the Parties but will not be effective until all Parties have executed at least one counterpart. Each counterpart will be an original of this Agreement and all the counterparts taken together will constitute one instrument.

#### **12.7 Further assistance**

Each Party agrees, upon the request of the other Party, to promptly execute and deliver any documents and take any further steps as the other Party may from time to time reasonably require for the purpose of giving full effect to the provisions of this Agreement.

#### **12.8 Severability**

If any provision in this Agreement is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, such provision will to that extent be deemed not to form part of this Agreement but the validity, legality and enforceability of the remainder of this Agreement will not be affected.

#### **12.9 Third party rights**

Neither Party intends that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than the Council or the Operator.

#### **12.10 Notices**

- (a) All notices or other communications under this Agreement shall be in writing in the English language and shall be:



- (i) delivered by hand; or
- (ii) sent by email; or
- (iii) sent by pre-paid recorded delivery post or other next working day delivery service that provides proof of posting,

in each case when addressed to the relevant Party at the address given below and for the attention of the person specified below or at such other address or for the attention of such other person as such Party may after the date of this Agreement specify in writing for such purpose to the other Party by notice in writing.

Council:

For the attention of: ◆

Address: ◆

E-mail: ◆

Operator:

For the attention of: ◆

Address: ◆

E-mail: ◆

- (b) A notice is deemed to have been received:
  - (i) if delivered by hand between 9.00 am and 5.00 pm on a Working Day (such time period being referred to as within **Business Hours**) when so delivered; and if delivered by hand outside Business Hours, at the next start of Business Hours;
  - (ii) if sent by email, at the time of transmission; or
  - (iii) if sent by pre-paid recorded delivery post or a next working day delivery service at 9.00 am on the second Working Day after the day on which it was posted if that day was a Working Day; and if posted not on a Working Day at 9.00 am on the third Working Day after the day on which it was posted.
- (c) All notices under this Agreement must be given in writing (which shall include email).
- (d) A notice or other communication received on a non-working day or after Business Hours in the place of receipt shall be deemed to be served on the next following Working Day in such place.
- (e) This clause 12.10 does not apply to the service of any proceedings or other documents in any legal action or where applicable any arbitration or other method of dispute resolution.

**12.11 Liability**

The Council's aggregate liability in respect of this Agreement (whether in contract, tort, breach of statutory duty or otherwise) shall be limited to a sum equal to the Reimbursement less the aggregate of any amounts already paid by Council in accordance with clause 4.

### **13 Dispute resolution**

- 13.1 If a dispute between the Parties arises out of or in connection with this Agreement, including any question regarding its existence, validity or termination, its subject matter, negotiation or formation (whether contractual or non-contractual in nature) (a **Dispute**), the Representatives of both Parties shall initially discuss and attempt to resolve the Dispute.
- 13.2 If the Representatives of both Parties are unable to resolve the Dispute to the satisfaction of both Parties within five (5) Working Days, the Dispute shall be escalated to the Senior Manager of both Parties for resolution.
- 13.3 If the Senior Managers of both Parties are unable to resolve the Dispute to the satisfaction of both Parties within five (5) Working Days, the Dispute shall be escalated to the Executive Level Directors of both Parties for resolution.
- 13.4 If the Executive Level Directors of both Parties are unable to resolve the Dispute to the satisfaction of both Parties within five (5) Working Days, the Dispute shall be referred to mediation in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure (the "Model Procedure"). To initiate a mediation a Party must give notice in writing to the other Parties to the dispute requesting a mediation pursuant to the Model Procedure. A copy of the request shall also be sent to CEDR. The mediation shall be before a single, jointly agreed upon, mediator.

### **14 Costs and expenses**

Each Party shall bear its own costs and expenses (including advisers' fees and expenses) in connection with the preparation, negotiation, and completion of this Agreement (and any dispute resolution, subject to any decision or order relating to costs made by an arbitrator appointed in accordance with clause 13).

### **15 Governing law**

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

**Executed as a deed** by the parties or their duly authorised representatives on the date of this Agreement.

**Schedule 1**  
**Fare Schedule Template**

**Passenger Fares**

Below are the eligible Ticket Products and associated Passenger Fares, available from the Date of Commencement. These are the discounted fares that passengers will be charged either on-bus or via app/online where the passenger journey is within the town of Taunton.

**Passenger Fares – Single fares**

Adult	Single	£1.00
Child	Single	£0.50

Child fares are available to those passengers aged between 5 and 16 years old. Passengers aged 17 or over will be charged an adult fare. It is the Operators' responsibility to verify the correct ticket is being purchased by the passenger.

**Ticket Products will be valid as follows:**

Singles	Day of Purchase
---------	-----------------

**Shadow fare**

The Shadow Fare is the fare that the Operator would have charged passengers in the absence of the Scheme where the passenger journey is within the town of Taunton.

The Shadow Fare will be agreed between the Operator and Somerset County Council and provided by the Operator in the form of the completed Fare Schedule Template and will be treated as confidential and commercially sensitive information.

Below are the initial Shadow Fares from the Date of Commencement which factor the equivalent fares charged by the Operator at the date of drafting the Agreement (“**Baseline Fare**”) to account for changes in the Consumer Price Index from the date of the most recent price increase by the Operator until the Date of Commencement.

**Shadow Fares [Template]**

Demographic	Ticket Product	Baseline Fare	Shadow Fare
Adult	Single	£y	£y
Child	Single	£y	£y

The Shadow Fare will increase on the basis of changes in the Consumer Price Index annually starting on the anniversary of the Date of Commencement thence on each subsequent anniversary of the Date of Commencement.

### **Reimbursement Calculation**

The basis for the reimbursement shall be one hundred per cent (100%) of the difference between the Passenger Fare and the Shadow Fare (for each passenger journey made on an Eligible Route using an Eligible Service).

### **Additional information on request**

Additional detail may be requested from time to time to verify data returns or to support the Review. This may include, but is not limited to:

- a. Information on the sales of on-bus Ticket Products where the ticket has been purchased using physical currency verses contactless payments.
- b. Information on the sale of Ticket Products by day or time period.
- c. Data on Ticket Product sales by boarding stop

### **Eligible Routes**

The diagram in Scheme Annex D of the Somerset Enhanced Partnership illustrates the geographic extent of the area where the Eligible Routes and Services operated by the Operator are subject to the Passenger Fares.

Passenger Fares are valid only for journeys entirely within (both origin and destination inside the boundary of) the area shown on this map.

**Schedule 2**

**Data Format**

***[Pro-forma / spreadsheet to be agreed prior to commencement of the reduced fare pilot]***

DRAFT

## Data Sharing Agreement

*[Operator]*

(1)

and

*Somerset County Council*

(2)

**THIS AGREEMENT is made on                      day of                      2022**

**BETWEEN:**

- (1) [Operator] (Company No. ●) whose registered office is at [address] ("**Bus Operator**")
- (2) Somerset County Council of County Hall, Taunton, Somerset, TA1 4DY (the "**Local Authority**").

**BACKGROUND:**

- (A) The purpose of this Agreement is to set out the rights and obligations of the parties in respect of data and confidential information which each party shares with the other. For the avoidance of doubt, this Agreement does not deal with the parties' obligations to provide data to each other.
- (B) This Agreement relates solely to the data and confidential information exchange required by the Reimbursement Agreement Relating to Reduced Bus Fares in Taunton dated [date] 2022.

**NOW IT IS AGREED** as follows:-

**1 DEFINITIONS**

- 1.1 In this Agreement unless the context otherwise requires, the words set out below shall have the following meanings:-
  - (a) "**Data**" means:
    - (i) in the case of Bus Operator, "its Data" means the Bus Operator Data and "the other party's Data" means the Local Authority Data; and
    - (ii) in the case of the Local Authority, "its Data" means the Local Authority Data and "the other party's Data" means the Bus Operator Data;
  - (b) "**Bus Operator Confidential Information**" means the trade secrets or confidential knowledge or information or any financial or trading information relating to Bus Operator (including the Bus Operator Data) which:
    - (i) is supplied by Bus Operator either directly or indirectly to the Local Authority;  
or
    - (ii) the Local Authority may otherwise receive as a result of  
entering into this Agreement;
  - (c) "**Bus Operator Data**" means the data listed as Bus Operator Data in Schedule 1;
  - (d) "**Bus Operator's Permitted Use**" means the uses listed in Schedule 2 for which Bus Operator is permitted to use the Local Authority Data;
  - (e) "**FOIA**" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation: the Environmental Information Regulations 2004 or the Code of Practice on the Discharge of Public Authorities' Functions under Part III of the FOIA (as may be amended from time to time);

- (f) **"Intellectual Property Rights"** means patents, designs, trademarks, service marks, trade names, logos, get-up, domain names, copyright (including rights in computer software), database rights, confidential information, know-how, whether registered or not including applications for registration and all similar forms of protection anywhere in the world;
- (g) **"Local Authority Confidential Information"** means any of the trade secrets or confidential knowledge or information or any financial or trading information relating to the Local Authority (including the Local Authority Data) which Bus Operator may receive or obtain as a result of entering into this Agreement or Bus Operator's participation in the System;
- (h) **"Local Authority Data"** means Data listed as Local Authority Data in Schedule 2;
- (i) **"Local Authority's Permitted Use"** means the uses listed in Schedule 1 for which the Local Authority is permitted to use the Bus Operator Data;
- (j) **"Operator"** means any operator of public transport vehicles [participating in the System];
- (k) **"Permitted Use"** means:
  - (i) in the case of Bus Operator "its Permitted Use" means Bus Operator's Permitted Use and "the other party's Permitted Use" means the Local Authority's Permitted Use; and
  - (ii) in the case of the Local Authority, "its Permitted Use" means the Local Authority's Permitted Use and "the other party's Permitted Use" means Bus Operator's Permitted Use; and
- (l) **"Requests for Information"** shall have the meaning set out in the FOIA or any apparent request for information under the FOIA.

1.2 Words importing gender include every gender.

1.3 References to numbered clauses are to the relevant numbered clauses of this Agreement.

1.4 Words importing the plural shall also include the singular and vice-versa.

1.5 References to a person shall include references to an individual, firm, company, corporation, unincorporated body or persons or any state or any agency of any state.

1.6 Clause headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.7 References to any statute or statutory provision include any modification or re-enactment thereof.

1.8 References to any party include its permitted successors and assigns.

## 2 DATA USAGE

2.1 The Local Authority acknowledges that all Intellectual Property Rights in the Bus Operator Data and any images, data or other items or information received from Bus Operator via the System, shall belong to Bus Operator, and hereby assigns to Bus Operator all future rights it may have in the Bus Operator Data obtained by it and Intellectual Property Rights in any associated databases.

2.2 Bus Operator acknowledges that all Intellectual Property Rights in the Local Authority Data shall belong to the Local Authority.



- 2.3 Each of the Local Authority and Bus Operator hereby grants to the other a non-exclusive world-wide royalty-free licence to use (and permit the use) of its Data strictly for the other party's Permitted Use, provided that neither party shall use or permit the use of the other party's Data, except in accordance with Clause 3, without the prior written agreement of the other party where such use:
- (a) may reasonably be considered to be detrimental to the business interests of the other party;
  - (b) is by a person who may reasonably be considered to be a business competitor of the other party; or
  - (c) (in the case of the Local Authority's use of Bus Operator Data) is for financial gain.
- 2.4 Each party acknowledges and agrees that it will not use the other party's Data [supplied via the System] for any purpose other than its Permitted Use ("**Prohibited Use**") without the prior written consent of the other party. If either party wishes to make a Prohibited Use, it shall notify the other party (including full details of the use to be made, and the third parties to whom it may be disclosed) and the other party may at its sole discretion:
- (a) grant its consent without conditions;
  - (b) grant its consent with such conditions as it requires, e.g. (but without limitation) requiring:
    - (i) that the outputs from such Prohibited Use not be disclosed to any third party without further consent from the other party;
    - (ii) that third parties to whom data is disclosed enter into confidentiality arrangements with the other party;
    - (iii) destruction of data created after the Prohibited Use; and
    - (iv) a full indemnity in respect of loss or damage flowing from the Prohibited Use; and/or
  - (c) withhold its consent,
- in respect of all or any part of the request.
- 2.5 For the avoidance of doubt:
- (a) the Local Authority will expressly make clear in writing if any request by it under clause 2.4 may lead to use of the Bus Operator Data (or any other data provided by Bus Operator) for the purposes set out in sub-clause (a)(i) and/or (a)(ii) above. Any approval given by Bus Operator under clause 2.4 shall not be deemed to approve such use unless:
    - (i) that use has been drawn to Bus Operator's attention by the Local Authority; and
    - (ii) Bus Operator expressly sets out in writing that the approval given includes approval for the relevant data to be used for the purposes set out in sub-clause (a)(i) and/or (a)(ii) above (as relevant).
  - (b) should a Traffic Commissioner, the police or the Vehicle and Operator Services Agency request that the Local Authority provides it with data, the Local Authority will, without

exception, refer that request to Bus Operator and will not release any data to any Traffic Commissioner, police or VOSA themselves; and

- (c) where a Traffic Commissioner, police force or VOSA requests generic aggregated information such as congestion maps the Local Authority shall not release or provide such information without the prior written consent of each Operator (including without limitation Bus Operator) whose data is included or incorporated in such generic aggregate information.

2.6 The Local Authority shall not, save as provided in clauses 2.3, 2.4, 2.5, 2.8 and/or 2.9:

- (a) divulge or communicate to its employees, except for purposes agreed between the parties; or
  - (b) divulge or communicate to any other person; or
  - (c) use or exploit for any purpose whatsoever,
- any Bus Operator Confidential Information.

2.7 Bus Operator shall not save as provided in clauses 2.3, 2.4, 2.5, 2.8 and/or 2.9:

- (a) divulge or communicate to any person; or
- (b) use or exploit for any purpose whatsoever,

other than for the performance of its obligations hereunder any Local Authority Confidential Information.

2.8 These restrictions and prohibition on use, exploitation, communication and disclosure set out in clauses 2.1 to 2.7 above shall continue to apply after the expiration or termination of the Agreement without limit in point of time, but shall cease to apply to any data, information or knowledge to the extent that it may properly come into the public domain through no fault of the person receiving the same or which the receiving party could demonstrate was known prior to its receipt of such information.

2.9 Notwithstanding any other provision of this clause 2 a party receiving information to which this clause applies may disclose the same to the extent required by law or regulation provided that, (where practical and lawful to do so) before disclosure occurs it gives prompt written notice of the proposed disclosure to the party who disclosed it in order to afford to that party an opportunity to prevent disclosure through appropriate legal means.

2.10 Bus Operator and the Local Authority shall each ensure that its employees and any other parties to whom the data is disclosed to are aware of and comply with the provisions of this clause 2.

### **3 FREEDOM OF INFORMATION**

3.1 Where the Local Authority receives a Request for Information in relation to information which is Bus Operator Data it shall notify Bus Operator in writing of the Request for Information as soon as practicable after receipt and in any event within 5 working days of receiving a Request for Information.

3.2 Where the Local Authority has received a Request for Information relating to information which is Bus Operator Data, the Local Authority shall keep Bus Operator fully informed, and Bus Operator shall provide all necessary assistance reasonably requested by the Local Authority to enable the Local Authority to respond to a Request for Information in accordance with Section 10 of the FOIA.

- 3.3 Each party acknowledges and agrees that the Bus Operator Data shall, for the purposes of the FOIA, constitute:
- (a) exempt information pursuant to section 41 of the FOIA which is provided to the Local Authority in confidence and that disclosure of the Bus Operator Data would constitute a breach of confidence actionable by Bus Operator; and/or
  - (b) exempt information pursuant to section 43 of the FOIA in that it constitutes either a trade secret of Bus Operator and/or information which if disclosed to the public would prejudice the commercial interests of Bus Operator and the Local Authority will therefore treat all Bus Operator Data as exempt for the purposes of the FOIA.
- 3.4 In the event that notwithstanding the provisions of clause 3.3 the Local Authority is bound by the FOIA to disclose any Bus Operator Data to the public, the Local Authority nonetheless provide Bus Operator with a minimum of 48 hours written notice prior to the disclosure of any such data.

#### **4 DURATION AND TERMINATION**

- 4.1 This Agreement shall take effect from the variation of the Somerset County Council Enhanced Partnership and shall expire on the sixth anniversary of expiry of the Reimbursement Agreement Relating to Reduced Bus Fares in Taunton.
- 4.2 For the avoidance of doubt, this Agreement does not set out any obligation for either party to provide its Data or confidential information to the other. However, if a party ceases to provide its Data or confidential information to the other party for any reason, this Agreement will continue in respect of Data and confidential information which has already been supplied (which, for the avoidance of doubt, the other party may continue to use for its Permitted Use) and such cessation shall not prejudice the rights of either party which may have arisen on or before the date of such cessation.

#### **5 REMEDY**

The Local Authority acknowledges and agrees that money damages may not be an adequate remedy for any breach or threatened breach of this Agreement and that a breach by the Local Authority of this Agreement (e.g. if any of Bus Operator's Data were to be disclosed to one of its competitors) is likely to result in immediate and irreparable competitive injury. The Local Authority therefore agrees that in addition to any other remedies that may be available, by law or otherwise, Bus Operator will be entitled to obtain injunctive relief against any breach or threatened breach of this Agreement by the Local Authority.

#### **6 VARIATION**

- 6.1 No addition to, or modification of, any provision of this agreement shall be binding on either party unless made in writing and signed by duly authorised representatives of all parties.
- 6.2 Variation of this Agreement shall not prejudice the rights of either party which may have arisen on or before the date of such variation.

#### **7 WAIVER**

- 7.1 No omission or delay on the part of either party in exercising any right, power or privilege under this Agreement shall operate as a waiver by it of any right to exercise it in future or of any other of its rights under this Agreement.
- 7.2 No waiver of any term, provision or condition of this Agreement shall be effective except to the extent to which it is made in writing and signed by the waiving party.

## **8 SEVERABILITY**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provisions shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid illegal or unenforceable provisions eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, Bus Operator and the Local Authority shall immediately commence good faith negotiations to remedy such invalidity.

## **9 ASSIGNMENT**

9.1 This Agreement may be assigned by Bus Operator to any other member of Bus Operator's group of companies, but it may not be assigned or in any other way made over to any other third party, either in whole or in part by Bus Operator, without the prior written consent of the Local Authority.

9.2 This Agreement may be not assigned or in any other way made over to any other third party by the Local Authority, either in whole or in part, without the prior written consent of Bus Operator.

## **10 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Nothing in this Agreement shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.

## **11 NOTICES**

11.1 Any notice to be given under this Agreement shall be in writing and shall either be delivered personally sent by first class or be sent by email with a confirmatory copy in the post. The address for service of a party shall be its address as stated above or any other address notified to the other parties in accordance with this clause. A notice shall be deemed to have been served as follows:

- (a) if delivered by hand and if delivered during normal working hours, at the time of service, or if not during normal working hours, the next working day;
- (b) if posted, at the expiration of two days after the day on which the envelope containing the same was delivered into the custody of the postal authorities; and
- (c) if sent by email, , at the time of transmission, or if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11.1(c), business hours means 9:00am to 5:00pm Monday to Friday on a day that this is not a public holiday in the place of receipt.

11.2 In providing such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice was properly addressed and delivered into the custody office of the postal authority or that the facsimile was transmitted as aforesaid.

## **12 ENTIRE AGREEMENT**

12.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

12.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

**13 NO PARTNERSHIP OR AGENCY**

- 13.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 13.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**14 LAW AND JURISDICTION**

- 14.1 This Agreement shall be governed by English Law and subject to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof this Agreement has been duly executed by the parties the day and year first above written

**Schedule 1**

**The Bus Operator Data and Local Authority's Permitted Use of Bus Operator Data**

<i>Bus Operator Data</i>	<i>Permitted Use by the Local Authority</i>
	<ul style="list-style-type: none"><li>• Bus Operator</li></ul>
Data supplied by Bus Operator under terms of Taunton low bus fares agreement between Bus Operator and Local Authority dated [date] 2022	<ul style="list-style-type: none"><li>• Calculation of reimbursement due to Bus Operator under terms of Taunton low bus fares agreement between Bus Operator and Local Authority dated [date] 2022</li></ul>

**Schedule 2**

**The Local Authority Data and Bus Operator's Permitted Use of Local Authority Data**

<i>Local Authority Data</i>	<i>Permitted Use by Bus Operator</i>
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## Scheme Annex G

### Taunton Town Bus Services 2019/20 Baseline Patronage Figures [TEMPLATE]

The information below outlines the agreed 2019/20 baseline patronage figure for each local bus service operating wholly within the Taunton Town Fare Zone area. Only those services operating wholly within the area (as outline in Annex D) are included in the table below with 2019/20 baseline patronage being take from the financial year 2019/21.

Where any service operates beyond the boundary of the Taunton Town Fare Zone the performance of that service will be subject to general approaches to service improvement as set out through Section 3 and Section 4 within the SCC EP.

Please complete the table below confirming those routes operated by your company that run wholly within the Taunton Town Fare Zone and provide the 2019/20 annual total passenger numbers for each route identified.

The number of passengers for the 2019/20 baseline year will be agreed between the Operator and Somerset County Council and provided by the Operator in the form of the completed Taunton Town Bus Services 2019/20 Baseline Patronage Figures Template and will be treated as confidential and commercially sensitive information.

Operator Name	Route Number Operated within the Taunton Town Fare Zone	Total number of passengers for the 2019/20 0Baseline Year
<i>Valley Transport Company Limited</i>	1A	15,000

PROVIDED for and on behalf of:

**[ENTER COMPANY NAME (AND TRADING NAME WHERE APPLICABLE)]**

Operating Licence Number: **PH**

This Agreement takes effect on the date stated at the beginning of it.

Each party agrees to sign this agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this agreement as if signed by each party's manuscript signature.

SIGNED for and on behalf of

**SOMERSET COUNTY COUNCIL**

Authorised Signatory

Name

Mike O'Dowd-Jones

Position

Strategic Manager – Commissioning, Highways,  
and Transport

Date

SIGNED for and on behalf of

**DARTLINE COACHES**

Operating Licence Number **PH5305**

Authorised Signatory

Name David Hounslow

Position Chief Executive Officer

Date

DRAFT



SIGNED for and on behalf of

**FARESAVER BUSES**

Operating Licence Number **PH2023619**

Authorised Signatory

Name Daniel Pickford

Position Director

Date

DRAFT

SIGNED for and on behalf of

**FIRST SOUTH WEST LTD**

Operating Licence Number **PH0004983**

Authorised Signatory

Name Simon Goff

Position Managing Director

Date

DRAFT

SIGNED for and on behalf of

**FIRST WEST OF ENGLAND LTD**

Operating Licence Number **PH0000132**

Authorised Signatory

Name Doug Claringbold

Position Managing Director

Date

DRAFT

SIGNED for and on behalf of

**FROMEBUS LTD**

Operating Licence Number **PH2011826**

Authorised Signatory

Name Andrew Young

Position Managing Director

Date

DRAFT

SIGNED for and on behalf of

**HATCH GREEN GARAGE LTD**

**T/A HATCH GREEN COACHES**

Operating Licence Number **PH1037931**

Authorised Signatory

Name

Nick Hutt

Position

Managing Director

Date

DRAFT

SIGNED for and on behalf of

**JN BAKER LTD**

**T/A BAKERS DOLPHIN**

Operating Licence Number **PH0004893**

Authorised Signatory

Name Max Fletcher

Position Managing Director

Date

DRAFT

SIGNED for and on behalf of

**LIBRA TRAVEL**

Operating Licence Number **PH1089768**

Authorised Signatory

Name Christopher Higgs

Position Managing Director

Date

DRAFT

SIGNED for and on behalf of

**RIDLERS LTD**

Operating Licence Number **PH1016783**

Authorised Signatory

Name Mark Jamieson

Position Managing Director

Date

DRAFT



SIGNED for and on behalf of

**SOUTH WEST COACHES**

Operating Licence Number **PH0007024**

Authorised Signatory

Name Peter Fairey

Position Operations Director

Date

DRAFT

SIGNED for and on behalf of

**STAGECOACH DEVON LTD**

**T/A STAGECOACH SOUTH WEST**

Operating Licence Number **PH1020951**

Authorised Signatory

Name Simon Ford

Position Head of Commercial

Date

DRAFT