VOLUNTARY PARTNERSHIP AGREEMENT
Ancillary to QUALITY PARTNERSHIP SCHEME

(1)
MANCHESTER CITY COUNCIL

- and -

(2)
STOCKPORT METROPOLITAN BOROUGH COUNCIL

- and -

(3)
TRANSPORT FOR GREATER MANCHESTER

- and -

(4)
GREATER MANCHESTER BUSES SOUTH LIMITED
THIS VOLUNTARY PARTNERSHIP AGREEMENT is made the [day] of [month] 2011 AMONG (1) MANCHESTER CITY COUNCIL of Town Hall, Albert Square, Manchester, M60 2LA ("MCC") AND (2) STOCKPORT METROPOLITAN BOROUGH COUNCIL of Town Hall, Edward Street, Stockport, SK1 3XE ("SMBC") AND (3) TRANSPORT FOR GREATER MANCHESTER of 2 Piccadilly Place, Manchester M1 3BG ("TfGM") AND (4) GREATER MANCHESTER BUSES SOUTH LIMITED (Company No. 02818654) whose registered office is c/o Stagecoach Services Ltd, Daw Bank, Stockport, Cheshire, SK3 0DU ("Stagecoach Manchester") (collectively the “Parties” and individually the “Party”.)

WHEREAS

A. GMCA (as defined below), MCC and SMBC, pursuant to sections 114 to 123 of the Transport Act 2000 have jointly made a Quality Partnership Scheme for the A6 Manchester/Hazel Grove corridor a copy of which is attached at Appendix 1.

B. GMCA, MCC and SMBC have requested TfGM to monitor the Scheme on their behalf.

C. The Operators currently operate local services in the Scheme Area.

D. The objectives of the Scheme are:-

- To bring benefits to persons using local services in the Scheme Area by improving the quality of the services including reliability and punctuality improvements and protecting and improving journey times; and

- To reduce or limit traffic congestion, noise or air pollution.

E. The purpose of this Agreement is to set out the arrangements agreed among the Parties for improving the performance of local services in the Scheme Area and for the monitoring review and enforcement of the Scheme.

F. TfGM may in the future enter into separate agreements with each of the Operators governing the use of data provided to TfGM by that Operator (‘the Data Sharing Agreements.’).

The Parties hereby agree as follows:-

1.1. The following terms shall have the following meanings for the purposes of this agreement unless the context requires otherwise:

“Agreement” means this Voluntary Partnership Agreement including any schedules and appendices annexed hereto and incorporated herein.

"Authority" means one or more of TfGM, MCC and SMBC.

“Confidential Information” means

(a) Any and all information that ought to be considered as confidential (however recorded or preserved) disclosed by a Party or its employees, officers, representatives or advisers (together its Representatives) to another Party and that Party's Representatives concerning the existence and terms of this Agreement; the business and affairs of the disclosing Party (including but not limited to any financial and/or technical information, trade secrets, formulae, processes, ideas, inventions, customer details, market research, pricing strategies and/or any other information that would be regarded as confidential by a reasonable person) but for the avoidance of doubt not including the Monitoring Information; and
Any and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998

Whether or not labelled or otherwise identified as confidential; and/or belonging to the disclosing Party or any third party

“Corridor Outcomes” means the measures set out in Table 1C in Schedule 1.

“Effective Date” means [insert relevant date].

“Facilities” means the bus stops and bus priority facilities specified in Schedule C and D of the Scheme, and “Facility” shall be construed accordingly.

“GMCA” means Greater Manchester Combined Authority, of Wigan Investment Centre, Waterside Drive, Wigan, WN3 5BA.

“IPRs” means any and all patents, rights to inventions copyright and related rights, trade marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Monitoring Information” means the information submitted to the Steering Group by TIGM as set out in Schedule 1.

“Highways Authority” or ‘Highway Authorities’ means either or both of MCC and SMBC.

“Operator” means each and any operator of a Service operating within the Scheme Area.

“Reporting Period” means each period of 6 months starting from the Effective Date and continuing for the duration of the Agreement.

“Required Information” means the information required from the Parties by TIGM, for the compilation of the Monitoring Information, as more particularly described in Schedule 2, “Scheme” means the Quality Partnership made on [details to be completed].

“Scheme Area” has the meaning set out in Paragraph 3 of the Scheme.

“Service” means a local service, as defined in section 2 of the Transport Act 1985, which falls within the definition set out in Schedule B of the Scheme.

“Steering Group” means the steering group set up in accordance with clause 3.

“Traffic Commissioner” means the Traffic Commissioner for the North Western Traffic Area.

Unless expressly defined in this Agreement terms which are defined in the Scheme shall have the same meaning in this Agreement.

1.2. In this Agreement, references to clauses, schedules and appendices are references to the Clauses, Schedules and Appendices to this Agreement.
1.3. References to Acts of Parliament, Regulations, Statutory Instruments, Orders and the like shall be deemed to include references to any amendment, replacement or re-enactment of the same.

1.4. In this Agreement, words denoting the singular shall include the plural and vice versa and words denoting the masculine gender shall include the feminine and neuter genders and vice versa and words denoting persons shall include firms, corporations and unincorporated associations.

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

2. Commencement and Duration

2.1. This Agreement shall commence on the Effective Date and shall continue in force until terminated under clause 7.

3. Performance Monitoring

3.1. The Parties agree to set up a Steering Group operational as of the Effective Date consisting of one representative from each of the Parties who shall be of sufficient seniority and experience to participate in the activities of the Steering Group.

3.2. Each representative of the Steering Group shall appoint a deputy of equivalent status and with the relevant authority to act in his absence.

3.3. The Steering Group shall meet at least twice a year and more often if reasonably required on such dates and at such locations as may be agreed by the Parties, acting reasonably, from time to time. Each Party shall be responsible for its own costs and expenses in respect of such meetings.

3.4. TfGM shall undertake the administration of the Steering Group, including the calling of meetings on reasonable notice; the collection and compilation of the Monitoring Information, and keeping a record of meetings and the agreed actions arising therefrom.

3.5. Each of the Parties shall if required by TfGM or the Steering Group provide TfGM the Required Information at the times and in the format reasonably required by TfGM to enable TfGM to compile the Monitoring Information as referred to in clause 3.4.

3.6. The functions of the Steering Group are:

- to consider the Monitoring Information submitted to it;
- to review the achievement of the objectives of the Scheme;
- to consider the causes for any Party’s failure to meet their obligations under the Scheme or under this Agreement;
- to make recommendations for remedial actions to be undertaken by the Parties or any of them to improve the Corridor Outcomes and/or the achievement of the objectives of the Scheme and/or to achieve compliance with any Parties’ obligations under the Scheme or under this Agreement.

3.7. TfGM shall publish the Monitoring Information on a Quarterly basis, following prior approval from the Steering Group (and each Party shall act reasonably in relation to the giving or withholding such approval.)

3.8. In the event that an Operator has provided an undertaking to the Traffic Commissioner in accordance with the Scheme, TfGM may use the Monitoring Information to report poor
performance of the service standards contained the Scheme to GMCA or any of its committees. GMCA may decide to request the Traffic Commissioner to consider enforcement action under the powers available to the Traffic Commissioner.

3.9. Without prejudice to the generality of clause 3.8, TfGM may recommend to GMCA referral to the Traffic Commissioner if the Monitoring Information in respect of the measures in Schedule 1 shows a red against the same standard for four consecutive quarters and TfGM reasonably considers that this has not been significantly affected by factors outside the relevant Operator’s control. For the purposes of this clause 3.9, the first 2 quarters following the Effective Date shall be ignored.

3.10. On request of the Traffic Commissioner the Local Highway Authorities and TfGM will provide details of their network management plans as part of their respective network management duties

4. Standards

4.1. Each of the Operators undertake to comply with the relevant standards in the Scheme (whether or not they operate Scheme Services) and with the additional standards set out in Schedule 5 except where they are temporarily unable to comply with the relevant standards and additional standards owing to circumstances beyond their control as more particularly described in clause 8.2.

4.2. Each of the Highway Authorities and TfGM undertake to provide the Facilities for the duration of the Scheme and to comply with their duties set out in Schedules 3 and 4, respectively (except where they are temporarily unable to do so owing to circumstances beyond their control as more particularly described in clause 8.2).

5. Confidentiality

5.1. The rights and obligations of the Operator under this Agreement relating to the provision, use and confidentiality of any Confidential Information are without prejudice to the Operator’s and TfGM’s rights under the Data Sharing Agreement.

5.2. Subject to clause 5.3, each Party undertakes with the other:

- to keep all Confidential Information belonging to each and any of the other Parties (including any and all portions and copies) which comes into its possession or within its knowledge at any time before, during or after the term of this Agreement secret and confidential;
- that it shall take the same or greater care with the Confidential Information of the other Parties, as it takes with its own Confidential Information but in any event, no less than a reasonable standard of care;
- not, without the prior written consent of the disclosing Party, to disclose or reveal Confidential Information (or any portion or copy) to any person other than to such officers or employees or sub-contractors to whom it is necessary to reveal such information for the furtherance of this Agreement;
- not to use Confidential Information (or any portion or copy) other than in the furtherance of this Agreement;
- not to make any copies of any document, drawing, facsimile transmission or any magnetic or electronic medium upon which Confidential Information is stored or comprising or containing (in whole or in part) any Confidential Information without the prior written consent of the disclosing Party;
- to ensure that any Confidential Information received by it will be at all times within its possession or under its control;
on termination of this Agreement, on reasonable request by the disclosing Party, to return to the disclosing Party all documents and any data stored on magnetic or electronic media (including copies) which contain Confidential Information; and

- to ensure that all employees including those of any other authority which the Parties have agreed in writing shall have access to Confidential Information or subcontractors who may gain access to Confidential Information are informed of the confidential nature of that information and are contractually bound to safeguard that confidentiality on the same terms offering at least as much comfort to the disclosing Party as the terms of this Agreement.

5.3. The provisions of clause 5.2 shall not apply to any Confidential Information which the recipient can demonstrate by documentary evidence to the disclosing Party’s reasonable satisfaction:

5.3.1. is in or enters the public domain, except as a result of a breach of this Agreement;

5.3.2 was properly in its possession or properly within the recipient’s knowledge and at its free disposal prior to it receiving or becoming aware of the relevant Confidential Information; and

5.3.3 the recipient is required to disclose by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the disclosing Party as much notice of such disclosure as possible.

5.4. Each Party reserves any and all rights in its Confidential Information. No rights or obligations in respect of a Party’s Confidential Information and/or the Required Information other than those expressly stated in this Agreement are granted to the other Parties, or to be implied from this Agreement.

5.5. The provisions of this clause shall survive for a period of ten years from termination of this Agreement.

5.6. Each of the Parties shall indemnify the Operator fully in respect of any and all reasonable losses, damages, costs, claims and expenses incurred or suffered by the Operator as a result of a breach by said Parties of this clause 5 of the Agreement.

5.7. The Parties acknowledge that the Confidential Information of the Operator is important to the business of the Operator and that an award of damages may be insufficient to protect such business in the event of any breach hereof, and that the Operator may seek an action for injunction or of specific performance or such other action as the Operator may deem to be appropriate if the Operator suspects of breach of this Clause 5.


6.1. Subject to compliance with clause 6.2, no term of this Agreement, whether express or implied, shall preclude TfGM, MCC or SMBC (the “Relevant Authority”) from making public under the Freedom of Information Act 2000 (the ’2000 Act’) details of any matters relating to this Agreement, unless such details fall within such exemption as may be applicable under the 2000 Act.

6.2. The Relevant Authority shall inform the Operator of any request for information in relation to this Agreement as soon as reasonably possible after the request is received and the Operators shall have a period of 10 working days to provide written or oral representations. The Relevant Authority shall take into consideration all oral and written representations made by the Operators to the Relevant Authority in deciding whether to make a disclosure and shall use reasonable endeavours to apply any exemptions that
may apply to the requested information. The Parties, however, acknowledge and agree that the ultimate decision in respect of the disclosure of the information rests solely with the Relevant Authority, provided that it acts reasonably in the circumstances.

7. Termination

7.1. This Agreement shall terminate automatically on the expiry or termination of the Scheme.

7.2. Any Party may withdraw from this Agreement upon giving six (6) calendar months’ prior written notice to the other Parties.

7.3. Each and any Operator who ceases to operate all its Services shall be deemed to have automatically withdrawn from this Agreement with effect from the date on which the Operator ceases to operate Services.

7.4. Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement including clauses 5, 6, 7 and 8 shall remain in full force and effect.

8. General

8.1. Liability

8.1.1 No Party shall be liable, directly or indirectly, to any of the other Parties for any costs, losses, expenses or damages arising out of this Agreement or in relation to any reliance by the Parties on any information disclosed by them under this Agreement including but not limited to any and all Confidential Information.

8.1.2 The Operator does not make any representations and/or warranties, express or implied, as to the reliability of any of any information that it may disclose under this Agreement including but not limited to the Confidential Information and/or the Required Information.

8.2. Force Majeure

Neither Party will be liable for any delays or failures to perform its respective obligations under this Agreement which are due to circumstances beyond its reasonable control (including for the avoidance of doubt but without limitation, fire, flood, explosions, electrical failures, acts of God, civil disorder or industrial action, acts or omissions of either Party, computer systems failure and extreme weather conditions). Each Party will inform the other Party immediately if its performance becomes impossible due to a reason falling within this clause 8.2.

8.3. Entire Agreement

This Agreement and any documents referred to in it constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.

8.4. Dispute Resolution and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. In the event of a dispute between the Parties with respect to the Agreement both Parties may serve notice on the other setting out brief details of the dispute that has arisen and the Parties shall use their best endeavours to settle such dispute by good faith negotiation. If such negotiations are unsuccessful within 60 days of service of the notice of the dispute, the Parties agree to consider mediation using the services provided by an appropriate forum or body for dispute resolution though nothing in this Agreement shall oblige either Party to enter into such mediation.
8.5. Notices

All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out below or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Notice may be delivered personally or by first class pre-paid letter or facsimile transmission or by email using the numbers and addresses notified to the other Party from time to time and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and, if by facsimile transmission, when despatched, if by email, when received provided that if faxes or emails are dispatched or received after 4.30pm on a working day they shall be deemed to be served on the next working day.

Addresses for the service of notices are as set out at the head of this Agreement.

8.6. In so far as the Agreement involves the Parties in controlling and/or processing information, each Party shall comply with all the requirements of the Data Protection Act 1998.

8.7. Intellectual Property Rights (IPR)

8.7.1. The Parties shall not, in connection with their performance of their respective obligations under this Agreement knowingly infringe the IPRs of any third party.

8.7.2. Ownership of the right title and interest in and to any IPRs in and to any information (including but not limited to any Confidential Information and/or Required Information) provided by any Party to another Party for use in connection with this Agreement shall remain with the disclosing Party at all times and the other Parties shall ensure that all information is readily identifiable as belonging to the disclosing Party.

8.8. New Operators

TfGM shall use all reasonable endeavours, and the other Parties shall provide all reasonable assistance, to procure that any Operator who registers a Local Service in the Scheme Area becomes a party to this Agreement.

8.9. Third Party Rights

Nothing in the Contracts (Rights of Third Parties) Act 1999 shall operate to give any third parties the right to enforce any term of this Agreement.

8.10. Variations

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

8.11. Severance

If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

8.12. Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No
single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

8.13. No Partnership or Agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any legal partnership or joint venture between any of 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.

8.14. Assignment

This Agreement is personal to the Parties and no Party shall assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other Parties.

8.15. Announcements

No Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

8.16. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.
IN WITNESS whereof MCC, SMBC, TfGM and the Operators have executed this Agreement as a deed the day and year first above-written.

Executed as a deed by the affixing of the COMMON SEAL of TRANSPORT FOR GREATER MANCHESTER in the presence of:

.......................................
Director
.......................................
(Print name)
.......................................
Director/Company Secretary
.......................................
(Print name)

Executed as a deed by the affixing of the COMMON SEAL of Manchester City Council in the presence of:

.......................................
Authorised Signatory
Executed as a deed by the affixing of the COMMON SEAL of STOCKPORT METROPOLITAN BOROUGH COUNCIL in the presence of:

.......................................
Authorised Signatory

Executed as a deed by [Operator] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR/SECRETARY], [a director OR its secretary:

.......................................
[SIGNATURE OF FIRST DIRECTOR]
Director

.......................................
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]
[Director OR Secretary]
Schedule 1 - Measuring Performance

The standards in Table 1.A are those which are in the control of each individual Operator. Performance against these Standards for each Reporting Period will be reported separately for each Operator and Service included in the Quality Partnership Scheme to the Steering Group. Performance will be reported as Red, Amber or Green as set out below.

Table 1.A – Performance Measures

1. Operator Service Performance Measures

<table>
<thead>
<tr>
<th>Service Standard</th>
<th>Scheme Reference</th>
<th>Monitoring Body</th>
<th>Red</th>
<th>Amber</th>
<th>Green</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reliability of Journeys</td>
<td>Schedule E (2.1)</td>
<td>TIGM</td>
<td>&lt; 95%</td>
<td>≥ 95%, &lt; 98%</td>
<td>≥ 98%</td>
</tr>
<tr>
<td>Punctuality of Departures from Starting Point of Journey (Other than High Frequency)</td>
<td>Schedule E (2.3)</td>
<td>TIGM</td>
<td>&lt; 80%</td>
<td>≥ 80%, &lt; 95%</td>
<td>≥ 95%</td>
</tr>
<tr>
<td>Compliance with the appropriate vehicle standards in paragraph 4 of Schedule E of the Scheme</td>
<td>Schedule E (4)</td>
<td>TIGM</td>
<td>&lt; 85%</td>
<td>≥ 85%, &lt; 95%</td>
<td>≥ 95%</td>
</tr>
<tr>
<td>Destination Information</td>
<td>Schedule E (6.1)</td>
<td>TIGM</td>
<td>&lt; 90% displaying correct information</td>
<td>≥ 90%, &lt; 99% displaying correct information</td>
<td>≥ 99% displaying correct information</td>
</tr>
<tr>
<td>CCTV / Security Monitoring by CCTV</td>
<td>Schedule E (6.2)</td>
<td>Operator</td>
<td>&lt; 80% of services with CCTV</td>
<td>≥ 80%, &lt; 90% of services with CCTV</td>
<td>≥ 90% of services with CCTV</td>
</tr>
<tr>
<td>Uniforms</td>
<td>Schedule E (6.4)</td>
<td>Operator</td>
<td>&lt; 90% of drivers in uniform</td>
<td>≥ 90%, &lt; 100% of drivers in uniform</td>
<td>100% of drivers in uniform</td>
</tr>
</tbody>
</table>
2. Highway Authority Performance Measures

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Monitoring Body(s)</th>
<th>Red</th>
<th>Amber</th>
<th>Green</th>
</tr>
</thead>
<tbody>
<tr>
<td>Undertaking enforcement along the corridor at those locations identified through Operator CCTV Monitoring</td>
<td>Operator / Highway Authorities</td>
<td>No enforcement taking place</td>
<td>-</td>
<td>Actively enforcing at defined locations and reporting number of notices issued to the Steering Group</td>
</tr>
<tr>
<td>Highways performance issues reviewed as reported by the Operator (each identified issue to be individually reviewed)</td>
<td>Operator / Highway Authorities / TIGM</td>
<td>No evidence of pursuing or resolving reported issues</td>
<td>Evidence of investigating the report issue, but yet to identify an appropriate solution</td>
<td>Evidence of investigating the report issue, and identify and delivering, where appropriate, a suitable outcome.</td>
</tr>
<tr>
<td>Planned highways works identified in GMRAPS (high, medium, low expected delay identified to operators at least 16 weeks prior notice)</td>
<td>TIGM / Highway Authorities</td>
<td>KPI to be confirmed following the making of the GMRAPS Scheme</td>
<td>Mitigation not proposed for all works</td>
<td>Mitigation proposed for ALL highways works</td>
</tr>
<tr>
<td>Mitigation measures proposed to minimise disruption from planned highways works.</td>
<td>Highway Authorities</td>
<td>Mitigation not proposed</td>
<td>Mitigation not proposed for all works</td>
<td>Mitigation proposed for ALL highways works</td>
</tr>
<tr>
<td>Health and Safety hazards on the highway infrastructure to be made safe within five working days of being reported, with a permanent repair within six weeks. Examples of Health and Safety Hazards are provided in Schedule 3.</td>
<td>Highway Authorities</td>
<td>Health and Safety Hazards not made safe within five working days</td>
<td>Health and Safety Hazards made safe within five working days, but no permanent repair within six weeks</td>
<td>Health and Safety Hazards made safe within five working days and a permanent repair within six weeks</td>
</tr>
<tr>
<td>Notification of unplanned or emergency road works directly to Operators, following District and/or TIGM receipt</td>
<td>TIGM / Highway Authorities</td>
<td>To be confirmed following the making of the GMRAPS scheme</td>
<td>Mitigation not proposed</td>
<td>Mitigation proposed for ALL highways works</td>
</tr>
<tr>
<td>Visual safety inspections of the highway infrastructure undertaken every three months</td>
<td>Highway Authorities</td>
<td>No evidence of visual safety inspections being undertaken (every three months)</td>
<td>Evidence of visual safety inspections, but no action taken to rectify identified issues (every three months)</td>
<td>Evidence of visual safety inspections and action being undertaken to rectify identified issues (every three months)</td>
</tr>
</tbody>
</table>

NB – Performance measures relating to GMRAPS will be agreed following the making of the GMRAPS scheme
### 3. TfGM Performance Measures

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Monitoring Body(s)</th>
<th>Red</th>
<th>Amber</th>
<th>Green</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signals</strong></td>
<td>TfGM</td>
<td>No evidence of reviews</td>
<td>Evidence provided to the Steering Group; no action taken</td>
<td>Evidence provided to the Steering Group; remedial action taken where appropriate</td>
</tr>
<tr>
<td>Traffic signals reviewed annually</td>
<td>TfGM</td>
<td>&lt; 95%</td>
<td>≥95%, &lt;99%</td>
<td>≥ 99%</td>
</tr>
<tr>
<td><strong>Shelters</strong></td>
<td>TfGM</td>
<td>&lt; 95%</td>
<td>≥95%, &lt;99%</td>
<td>≥ 99%</td>
</tr>
<tr>
<td>All reported incidents will be made safe or repaired within 48hrs</td>
<td>TfGM</td>
<td>&lt; 95%</td>
<td>≥95%, &lt;99%</td>
<td>≥ 99%</td>
</tr>
<tr>
<td>Internal and external elements of shelters cleaned fortnightly (roofs, rainwater goods, signs of vegetation cleared (treated where necessary)</td>
<td>TfGM</td>
<td>&lt; 95%</td>
<td>≥95%, &lt;99%</td>
<td>≥ 99%</td>
</tr>
<tr>
<td>Racial/offensive graffiti removed within 24 hours</td>
<td>TfGM</td>
<td>&lt; 95%</td>
<td>≥95%, &lt;99%</td>
<td>≥ 99%</td>
</tr>
<tr>
<td>Non racial/offensive graffiti removed on the fortnightly clean</td>
<td>TfGM</td>
<td>&lt; 95%</td>
<td>≥95%, &lt;99%</td>
<td>≥ 99%</td>
</tr>
<tr>
<td><strong>Timetable information</strong></td>
<td>TfGM</td>
<td>&lt; 95%</td>
<td>≥95%, &lt;100%</td>
<td>100%</td>
</tr>
<tr>
<td>Bus stop timetable information to be updated within 48 hours of the change</td>
<td>TfGM</td>
<td>&lt; 95%</td>
<td>≥95%, &lt;100%</td>
<td>100%</td>
</tr>
<tr>
<td>Timetable leaflet stocks at travel shops maintained and displayed appropriately. New leaflets or appropriate notices regarding changes will be displayed in advance of a change and old leaflets removed in a timely fashion</td>
<td>TfGM</td>
<td>&lt; 95%</td>
<td>≥95%, &lt;100%</td>
<td>100%</td>
</tr>
</tbody>
</table>
### Table 1.B - Corridor Performance Measures

Performance against these Standards will be reported for each Highways Authority area.

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Monitoring Body(s)</th>
<th>Red</th>
<th>Amber</th>
<th>Green</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average bus journey speeds along sections of route within scheme area</td>
<td>TfGM</td>
<td>≥5% decrease in average peak(^1) bus journey time</td>
<td>≥0%, &lt;5% decrease in average peak(^1) bus journey time</td>
<td>Increase in average peak(^1) bus journey speed</td>
</tr>
<tr>
<td>Variation/ Reliability in bus journey times (Journey Time Variability)</td>
<td>TfGM</td>
<td>≥5% worsening in the variation of peak(^1) journey times</td>
<td>≥0%, &lt;5% worsening in the variation of peak(^1) journey times</td>
<td>Reduction in the variation of peak(^1) journey times</td>
</tr>
<tr>
<td>Junction/Crossing Delays to buses</td>
<td>TfGM</td>
<td>≥5% increase in total % peak(^1) junction delays</td>
<td>≥0%, 5% increase in total % peak(^1) junction delays</td>
<td>Reduction in peak(^1) junction delays</td>
</tr>
</tbody>
</table>

\(^1\) Peak times are defined as 07:30-09:30 (AM Peak) and 16:00-18:30 (PM Peak)

Baseline measures against which performance in the first Reporting Period will be measured will be agreed at the first meeting of the Steering Group.

### Table 1.C – Scheme Outcomes

<table>
<thead>
<tr>
<th>Scheme Outcomes</th>
<th>Document Reference</th>
<th>Monitoring Body(s)</th>
<th>High Concern</th>
<th>Below Standard</th>
<th>On Standard</th>
<th>Above Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regularity of Frequent Services - mid point of journey</td>
<td>Schedule E (2.2)</td>
<td>TfGM</td>
<td>&lt; 85%</td>
<td>≥85%, 95%</td>
<td>≥95%, &lt;99%</td>
<td>≥99%</td>
</tr>
<tr>
<td>Punctuality at Timing points - start point of journey</td>
<td>Schedule E (2.3)</td>
<td>TfGM</td>
<td>&lt; 70%</td>
<td>≥70%, &lt;75%</td>
<td>≥75, &lt;85%</td>
<td>≥85%</td>
</tr>
<tr>
<td>Customer Complaints by route - complaints per 1000 miles</td>
<td>-</td>
<td>Operator</td>
<td>&gt;1.5</td>
<td>&gt;0.1, ≤1.5</td>
<td>&gt;0.07, ≤0.1</td>
<td>≤0.07</td>
</tr>
<tr>
<td>Journey time competitiveness with car</td>
<td>-</td>
<td>TfGM</td>
<td>&lt;5% (Worsening)</td>
<td>≥-5%, ≤0% (Worsening)</td>
<td>&gt;0%, ≤5% (Improvement)</td>
<td>&gt;5% (Improvement)</td>
</tr>
<tr>
<td>Patronage (% change)</td>
<td>-</td>
<td>Operator</td>
<td>&lt;0.5% (Decreasing)</td>
<td>≥-0.5%, ≤0% (Decreasing)</td>
<td>&gt;0%, ≤-0.5% (Increasing)</td>
<td>&gt;0.5% (Increasing)</td>
</tr>
</tbody>
</table>

Baseline measures against which performance of journey time competitiveness and patronage will be measured for the first Reporting Period will be agreed at the first meeting of the Steering Group.

**Additional Monitoring Information**

TfGM will also compile information on compliance with the Additional Standards.
Schedule 2 - Information required for compilation of the Monitoring Information

1. Information supplied by Operators:
   - Customer complaints in relation to any part of the QPS;
   - Promotional campaigns undertaken and future plans;
   - Information on service disruption;
   - GPS / AVL information on journey time availability (when available);
   - Operator initiatives (i.e. vehicle branding);
   - Operator customer charter;
   - Crime and anti-social behaviour; and
   - Other information referred to in Schedule 1.

2. Information supplied by Highway Authorities
   - Planned highway maintenance schedules.
   - TRO enforcement activity.
   - Traffic delay estimates arising from planned highways works.
   - Other information referred to in Schedule 1 and Schedule 3

3. Information supplied by TIGM
   - Promotional campaigns undertaken and future plans
   - Customer complaints in relation to any part of the QPS.
   - Crime and anti-social behaviour.
   - Information on Service disruption.
   - Traffic and Bus speeds
   - Incident response times
   - Other information referred to in Schedule 1 and Schedule 4
Schedule 3 – Highways Authority Duties

1. Maintain the Highway Infrastructure (standards detailed in 9 below) and related Traffic Regulation Orders for the life of the Quality Partnership Scheme and, where appropriate, apply for associated Traffic Regulation Conditions to be attached to operator’s licenses by the Traffic Commissioner to address identified problems with the operation of the Facilities.

2. Commit to pursuing decriminalisation of certain moving traffic offences including illegal use of bus lanes within 12 months of making the scheme. The Council to target their enforcement resources to maximise the efficient operation of the Facilities and to respond to specific enforcement problems that may arise, including off-route enforcement which affects performance along the QPS corridor. The Council to undertake a parking review of identified issues raised at the Steering Group meetings.

3. Work closely with bus operators and TfGM to identify highway performance issues; seek infrastructure funding mechanisms (both local and national funding) and; provide appropriate staff resources to deliver measures to further improve bus performance in the Scheme area e.g. signal timings/optimisations. Development of any improvement scheme (including technology solutions) will follow the proposals and issues highlighted in the A6 Route Management Plan, including the delivery of the approved Congestion Performance Fund schemes.

4. Minimise adverse impact on bus operations and passenger convenience from planned highway improvements, Facility modification or maintenance works in the Scheme Area by drawing on the GMRAPS objectives and the broader Traffic Management Act objectives of expediting the movement of traffic.

5. The Council shall develop jointly with the Bus Operators work programmes to minimise bus service disruptions and shall provide the Bus Operators with indications of the likely traffic delays caused by such works, this will be in the form of high/medium/low indications. The estimations of delays would fall into three categories: high would relate to road closures/major delays; medium would relate to minor delays or service diversions; and low would be for information with minimal impact on services. Service disruption information shall be provided (particularly but not only in respect of planned road closures or significant width restrictions) to all Bus Operators affected by planned works carried out by or on behalf of the Highway Authorities with at least 16 weeks prior notice so as to allow them sufficient time to assess the effects of the works, make changes to service registrations and pass on necessary information to passengers.

6. Develop and implement improved methods for sharing and disseminating information regarding planned and emergency highway works with bus operators and TfGM via the Greater Manchester Road Activities Register. This will be available electronically via a dedicated website and include all registerable activities. Requirement for Operators and non-decision making stakeholders to review specific alerts regarding registerable activities has been requested as part of the GMRAPS information technology tendering process.

7. Provide public relations and publicity support in advance of and during any modifications to the Facilities and any other works which might impair the provision of bus services in the Scheme Area. Districts will supply details of the highway improvement works to be undertaken, along with the objectives and benefits of the works in order to fully promote the investment along the corridor.

8. Notify affected bus operators as soon as possible of any event or circumstance of which the Council is aware will or might adversely affect the delivery of the Scheme Benefits.
9. Repair, maintain and manage Scheme Facilities to the standards described below:

i. Where repair or replacement of physical infrastructure is required Facilities will be replaced on a like for like basis, unless proposed changes can be shown to benefit bus performance or enhance passenger convenience;

ii. Damaged or dilapidated infrastructure, including sub-standard carriageway surfacing (based on Highway Authority standards), damaged kerbs, damaged sign poles and/or sign faces, traffic signal infrastructure etc, should be repaired/replaced as soon as practicable following identification by Highway Authority officers or bus operators. Subject to manufacturing timescales damaged infrastructure which represents a safety hazard will be made safe within five working days of being reported, with a permanent repair within six weeks. Health and Safety Hazards are defined as follows:

- Road or footway collapse;
- Road traffic accident damage;
- Overhead wires damaged or unstable;
- Damaged and exposed electrical wiring;
- Missing kerbs;
- Missing gully, manhole or other access cover;
- Missing safety fencing and parapet fencing;
- Standing water, water discharging onto or overflowing across the running surface. (Dependent of severity);
- Missing or unstable signs, signals and lighting;
- Apparently slippery running surface (Dependent of severity).

iii. Road markings defining Traffic Regulation Orders listed under Scheme Facilities should be replaced as soon as practicable when excessively worn and therefore become unenforceable.

The Highway Authorities shall visually inspect the infrastructure in the Scheme Area every three months to ensure that any defects are included within the maintenance programme, including the provision of the visual safety inspection reports to the Steering Group.

10. Ensure that when considering and subsequently approving planning applications, suitable mitigation measures are put in place to minimise disruption to bus services and that the reliability and efficient operation of bus services is not unduly impacted by associated highway works or predicted alterations to traffic flows.
Schedule 4 - Duties of TfGM

1. To maintain all installed bus shelters in a good and serviceable condition and to ensure that all reported incidents are made safe or repaired within 48 hours.

2. To carry out the cleaning of all bus shelters to the following specification:
   - All bus shelters are cleaned on a fortnightly basis including all elements of the shelters both internal and external including the information provision of the shelter;
   - As identified the sweeping of the roof and clearing of rain water goods;
   - Checks will be made for signs of vegetation, and identified growth will be treated;
   - Racial/offensive graffiti will be removed using approved chemicals with 24 hours of being reported; and
   - Non-racial/offensive graffiti removed using approved chemicals on the fortnightly clean.

3. TfGM will ensure that maintenance and cleaning contractors/agencies, through the application of the contract conditions, avoid obstructing bus stops during cleaning periods.

4. TfGM monitors the type and frequency of damage occurring at shelters. If it is evident that a shelter at any specific location is encountering a high level of damage this will be addressed by replacing with either solid glass reinforced plastic panels or clear polycarbonate sheet.

5. Information regarding Timetable alterations to be carried out to the following specification:
   - Bus stop timetable information to be updated preferably coincidental with a timetable change but in any event within 48 hours of the change. The busiest stops would be prioritised; and
   - Timetable leaflet stocks at travel shops will be maintained and displayed appropriately. New leaflets or appropriate notices regarding changes will be displayed in advance of a change and old leaflets removed in a timely fashion.

6. TfGM monitors the type and frequency of damage occurring at shelters. [If it is evident that a shelter at any specific location is encountering a high level of damage this will be addressed by replacing with either solid glass reinforced plastic panels or clear polycarbonate sheet]

7. Signal timings will be reviewed on an annual basis to ensure the continued efficient use of the highway network.
Schedule 5 – Additional Operator Service Standards

1. To maintain an effective external and internal cleaning regime for all vehicles used on Service.

2. To maintain an effective inspection and maintenance regime for the identifying and rectifying defects on all vehicles used on Service.

3. To remove all graffiti from any vehicle within 24 hours. Window etchings will be removed from any vehicle within 21 days, unless the etching is ‘offensive’ where the 24 hours deadline is applicable.

4. To maintain an effective heating and ventilation system on all vehicles used on Service.

5. To maintain an effective system for dealing with customer complaints and making any consequential changes to driver training and/or service procedures.

6. Commitment to investigate the potential application of new technology (i.e. AVL and GPS).