

Appendix 3

East Gateshead Bus Alliance Voluntary Agreement

October 2017



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This Agreement in Summary

The East Gateshead Bus Alliance aims to encourage the use of buses in the East Gateshead through implementing measures to improve bus travel by ensuring the network is stable, affordable, reliable and punctual.

The Parties to this Agreement have been working together since 2008 to achieve these aims, and some notable successes have been delivered. East Gateshead has a bus network that is stable and sustainable, where good information about bus services is available through a variety of channels and where the supporting infrastructure facilitates bus use.

But there is more that can be achieved.

Traffic congestion continues to affect the punctuality of bus services in East Gateshead. More buses can be deployed in order to deliver existing timetables, but this option is not always commercially viable. This new Agreement seeks to build on previous work and includes a Bus Punctuality Partnership that will seek to address bus congestion on an ongoing basis.

The fleet of buses available to passengers in East Gateshead is generally good, but further improvements can be made as GNE renews its life-expired vehicles. This Agreement includes commitments to provide newer buses with lower emissions and better on-board equipment (such as Wi-Fi and audio-visual next-stop announcements) that will improve the travelling environment for existing and new passengers.

The boarding, waiting and alighting environment is an important consideration for passengers when choosing to use the bus, and Nexus will continue its commitment to provide safe, clean and well maintained bus stops and bus interchanges. Nexus also commits to the provision of up to date public transport information at bus stops, bus interchanges and on-line. Real time information about bus locations and wait times will be provided by Nexus and GNE.

Customer care is an important aspect of encouraging people to use the bus more, GNE is committed to regular reviews of customer complaints and actions in order to ensure customer needs are continually identified and met, where that is reasonable and feasible.

In 2016 Transport Focus issued a list of ten actions to benefit bus passengers. These are:

- Improving punctuality and reliability;
- Ensuring frequency and stability of bus times;
- Building trust through engagement and consultation;
- Monitoring passenger satisfaction to make improvements;
- Passenger information in real-time;
- Improving fares and ticketing;
- Boosting the role of bus drivers;
- Customer care and satisfaction;

- Improving personal security; and
- Encouraging non and infrequent users.

The Parties consider that this Agreement fulfils all ten of these actions.

East Gateshead Bus Alliance Voluntary Agreement

This Voluntary Agreement (“the Agreement”) dated the 1st day of October 2017

Between:

1. **The Borough Council of Gateshead** of Civic Centre, Regent Street, Gateshead, NE8 1HH (“the Council”);
2. **Go North East Limited**, a private limited company registered in England under company number 02057284 whose registered office is at 3rd Floor, 41-51 Grey Street, Newcastle upon Tyne, NE1 6EE (“GNE”); and
3. **Tyne and Wear Passenger Transport Executive t/a Nexus** of Nexus House, St James” Boulevard, Newcastle upon Tyne, NE1 4AX (“Nexus”).

which together comprise the “Parties” to this Agreement.

Definitions

Agreement	This voluntary agreement, as defined above.
Annual Change Date	As defined at clause 5.2.
Area	As defined at clause 3.1.
Board	As defined at clause 4.1.
Council	Gateshead Council, as defined above.
GNE	Go North East Limited, as defined above.
Nexus	Tyne and Wear Passenger Transport Executive, as defined above.
Parties	As defined above.
Bus Punctuality Partnership	As defined at clause 8.2.
Service Improvement Fund	As defined at clause 8.1.
Significant Network Changes	As defined at clause 5.3.
Working Groups	As defined at clause 4.4.

1. Introduction

- 1.1. The aim of this Agreement is to deliver improved bus services in East Gateshead and contribute to the delivery of the objectives of the North East Combined Authority's Bus Strategy for Tyne and Wear.
- 1.2. This Agreement is a voluntary agreement between the local highway authority (the Council), the local bus operator (GNE) and the local transport authority (Nexus).
- 1.3. Government guidance states that:

*"...the term "voluntary agreement" ... is a non-statutory term used to describe any agreement entered into voluntarily by one or more local authorities and one or more bus operators, and possibly other relevant parties. A voluntary agreement can cover any matters on which the parties involved are able to reach agreement, so long as it is within each party's powers to deliver their side of the bargain."*¹
- 1.4. A voluntary agreement is lawful provided it does not have

*"... as its object or effect the prevention, restriction or distortion of competition - in other words, where competition law is engaged"*².
- 1.5. Only a single bus operator is a party to this Agreement. Furthermore, the Parties consider that the Agreement does not create the prevention, restriction or distortion of competition because the Agreement contributes to the achievement of established bus improvement objectives, the Agreement does not affect GNE's freedoms of the commercial deregulated market and the Agreement does not afford GNE the possibility of eliminating competition within the Area.
- 1.6. For these reasons, the Parties consider that competition law is not engaged as a result of this Agreement, and it can be considered a voluntary agreement.

¹ Department for Transport, "Local Transport Act 2008, Improving Local Bus Services: Guidance on Voluntary Partnership Agreements", February 2009, paragraph 4

² As above, paragraph 8

2. Commencement and Termination

- 2.1. This Agreement will commence on the 1st day of October 2017 and will end on the 30th day of September 2022, unless terminated early in accordance with clause 2.2 below.
- 2.2. Any of the Parties may terminate this Agreement by giving six months' notice in writing to the other Parties.
- 2.3. On or around the fourth anniversary of this Agreement, the Parties will commence a review and determine whether this Agreement should be extended or a revised Agreement entered into.

3. Agreement Area and Scope

- 3.1. The area covered by this Agreement ("the Area") is shown in Appendix 1, and comprises the Council wards of:
 - Birtley;
 - Bridges;
 - Chowdene;
 - Deckham;
 - Felling;
 - High Fell;
 - Lamesley;
 - Lobley Hill & Bensham;
 - Low Fell;
 - Pelaw & Heworth;
 - Saltwell;
 - Wardley & Leam Lane; and
 - Windy Nook & Whitehills.
- 3.2. The Area may be reviewed during the period of this Agreement, in particular in the light of any ward boundary or name changes implemented by the Council.
- 3.3. The local bus services covered by this Agreement are shown in Appendix 2.

4. Management Arrangements

- 4.1. The Parties will establish a Bus Alliance Stakeholder Board ("the Board"), which will comprise representatives from each of the Parties. The role of the Board is to oversee delivery of the Agreement and to monitor its performance by meeting on a regular basis, sharing information, and, where appropriate, consulting each other on proposed changes to services.

- 4.2. The remit of the Board is set out in Appendix 3.
- 4.3. The Board will hold four meetings per year. The Chair of the Board will be appointed annually by the Board in accordance with Appendix 3. The Board will receive reports from the Council's officers, Nexus officers and GNE officers on various matters of interest to the Board. An annual report will be prepared for consideration by the Board that reviews achievements over the last 12 months and updates commitments in this Agreement for the coming 12 months.
- 4.4. The Board will from time to time appoint "Working Groups" in accordance with Appendix 3 to consider particular issues in detail and report back to future meetings of the Board. These Working Groups can consider a range of issues, including marketing proposals, network design issues and initiatives to promote travel to particular destinations.
- 4.5. The Parties will keep under review the membership of the Board to ensure active delivery of this Agreement and can, from time to time and where agreed between the Parties in accordance with Appendix 3, invite other interested parties to attend meetings of the Board.
- 4.6. Another bus operator providing bus services in the Area may request to join the Bus Alliance. In these circumstances the following actions will be taken:
 - The Parties will assess the Transport Act 2000 competition tests, in the light of the request for a new operator to join the Bus Alliance;
 - The Parties and the new operator will commence discussions to jointly agree the content and form of a new agreement; and
 - This Agreement will remain in place until that new agreement is agreed and signed, at which point this Agreement will be terminated by mutual consent, subject to the notice period set out in Section 2.

5. Bus Network in the East Gateshead Bus Alliance Area

- 5.1. The Parties will take a joint approach with the aim of providing a bus network for the Area to meet the agreed objectives of:
 - **Bus Network Stability** –the Parties recognise the benefits that a stable bus network will bring in terms of user and non-user confidence, the

provision of quality information and cost savings from no change. The Parties commit that if a service or services are subject to change, the overall level of commercial services (bus miles) in the Area will remain constant or improve;

- **Commercial Viability** –the Parties recognise that the network provided by commercial operators must be capable of delivering a commercial return. Changes to commercial services will be considered by the Parties when it is demonstrated this commercial viability is not being achieved. Subject to the availability of funding, Nexus will provide revenue support for socially necessary services and journeys;
- **Accessibility** – the Parties recognise the importance of maintaining good access by bus to East Gateshead’s communities, and will endeavour to maintain and improve accessibility for the residents of East Gateshead; and
- **Simple and Integrated** – the Parties recognise the importance of a simple and frequent bus network and will deliver a network that provides, wherever possible, direct links from communities to important destinations. The network will be integrated with other transport modes, providing connections and through ticketing that enable opportunities for bus to bus interchange, bus to rail interchange and bus to Metro interchange.

5.2. GNE (and Nexus, for its secured bus services) will endeavour to limit Significant Network Changes such that they occur only once a year, on the “Annual Change Date” for the Area published by Nexus. At commencement of this Agreement the Annual Change Date is the last Sunday in October of every year. GNE (and Nexus) will be required to present a detailed justification to the Board should it wish to make Significant Network Changes at a time that is not an Annual Change Date. Changes to services that also operate in adjacent districts and counties, where different fixed changes dates may apply, will be considered by the Board on a case by case basis.

5.3. “Significant Network Changes” are defined as either:

- a service withdrawal;
- the removal of a section of route served by a service;
- a change to service frequency; or
- a change to the days or hours during which a service operates.

- 5.4. Changes to service timings in order to maintain timely operations and small changes (less than 15 minutes) to the time of first and/or last buses on a service will not normally be considered as Significant Network Changes. Changes made in order to react to temporary traffic conditions, changes arising from school term-times and changes to cater for Bank Holidays will also not be considered as Significant Network Changes.
- 5.5. Improvements to services, such as an increased frequency, are also regarded as Significant Network Changes and should be made on Annual Change Dates wherever possible. Such changes made outside of the Annual Change Dates should be kept to a minimum and reported to the next meeting of the Board.
- 5.6. All Significant Network Changes will only be undertaken following consultation with and approval from the Board, in accordance with Section 9 and Appendix 7. Changes required by **urgent operational need** and/or changes that provide **significant improvements to service**, are exempted from this requirement.
- 5.7. This Agreement does not prevent Nexus procuring other bus operators to secure links in the Area that meet bus passenger needs.
- 5.8. For the sake of clarity, this Agreement does not give exclusivity to GNE to operate bus services in East Gateshead.

6. Fares and Ticketing

- 6.1. GNE will limit increases to any of its fares only to reflect direct increases in costs, and will endeavour to inform and consult with the Board before implementing any changes to fare levels or ticketing arrangements. GNE will provide the Board with relevant evidence in support of any fares increase. GNE may revise fares to offer special fare offers by notification to the Board where full consideration by the Board is not possible due to timescales in implementing special offers. The Council and Nexus agree that any information they receive from GNE by Board Members in relation to proposed fare increases, will only be used in their role as parties to this Agreement and for purposes directly connected to this Agreement.
- 6.2. GNE will endeavour to increase fares only once a year.

- 6.3. GNE will keep under review its fares policy for East Gateshead with the objective of offering a reduced price network ticket and moving to a simpler flat fare system.
- 6.4. GNE and Nexus, through their representation on the board of Network Ticketing Limited (NTL)³, will keep under review the opportunities to develop a more integrated Bus/Metro fares strategy in order to:
- meet customer needs;
 - evenly and justly apportion income;
 - provide products that are easy to implement and simple for the passenger to understand; and
 - meet the commercial and financial objectives of both Nexus and GNE.
- 6.5. Bus operators and Nexus (as well as Transport for the North) continue to invest in new smart ticketing products – smartcards, mobile apps and contactless payments with fare capping. The Parties to this Agreement will work together to ensure uptake of smart ticketing is as high as possible within the Area. Where demand for such a product can be reasonably identified, bus operators will introduce Smartzone multi-operator products.

7. Fleet

- 7.1. GNE will ensure that all bus services within the Area are operated by a fleet of buses that complies with the following vehicle standards:
- **CCTV**: all vehicles will be equipped with CCTV to aid passengers' safety and security;
 - **Vehicle Age**: no vehicle will be older than fifteen years old following its first registration, unless it has been subject to a full mid-life refurbishment within the preceding five years;
 - **Emissions**: vehicles operated in the Area will comply with the following standards:
 - All vehicles will comply with Euro IV emissions standards or better from the commencement of the Agreement;
 - All new vehicles introduced to the fleet will comply with Euro VI emissions or better throughout the term of the Agreement;

³ NTL offers multi-modal Network One ticket products.

- 90% of all vehicles will comply with Euro V emission standards by the first anniversary of the Agreement, rising by 2.5 percentage points on each subsequent anniversary such that all vehicles will comply with Euro V emissions standards or better by the end of the Agreement;
 - All vehicles operating on frequent services (services providing three or more weekday daytime buses per hour, as indicated in Appendix 2) within the Gateshead Town Centre Air Quality Management Area (see Appendix 10) will comply with Euro V emission standards or better throughout the term of the Agreement.
- **Wi-Fi:** 60% of vehicles operating in the Area will offer free-of-charge on-board Wi-Fi connectivity at commencement of this Agreement. By the first anniversary of the Agreement this will rise to 70% of all vehicles operating in the Area, then subsequently rise by a further 5 percentage points on each anniversary such that 90% of vehicles operating in the Area will offer free-of-charge on-board Wi-Fi connectivity by the end of the Agreement. Services catering for journeys where on-board Wi-Fi will be of use to passengers will be given priority, as indicated in Appendix 2;
 - **Audio Visual Next Stop Announcements:** 50% of vehicles operating in the Area will offer on-board audio and visual next stop announcements at commencement of this Agreement. By the first anniversary of the Agreement this will rise to 60% of vehicles operating in the Area, then subsequently rise by a further 10 percentage points on each anniversary such that 90% of vehicles operating in the Area will offer on-board audio and visual next stop announcements by the fourth anniversary of the Agreement. More frequent services will be given priority when introducing audio and visual next stop announcements, as indicated in Appendix 2; and
 - **Branding:** all vehicles will be equipped with East Gateshead Bus Alliance branding, with that branding agreed by the Board no later than March 2018.

7.2. The Board will accept that from time to time, operational constraints mean some of these vehicle standards may not be met for short periods of time. GNE should report any incidences of the vehicle standards not being met to the next Board meeting.

- 7.3. The Parties are mindful of the potential for the declaration of a Clean Air Zone in Gateshead under the Government's UK Air Quality Plan and will review the emissions standards set out above in the light of feasibility work being undertaken by the Council.
- 7.4. These vehicle standards will be reviewed annually by the Board to ensure that they continue to deliver a high quality fleet that meets passenger expectations.

8. Quality Standards and Service Improvement Fund

- 8.1. The Parties will endeavour to deliver bus services that meet punctuality and reliability targets set out at Appendix 4. The Parties have established a robust methodology for determining baseline bus quality performance standards and monitoring performance against these standards. Should targets not be met, GNE will make a contribution to the "Service Improvement Fund", using the calculation outlined in Appendix 4.
- 8.2. The provisions in this Agreement include the components of a "Bus Punctuality Partnership" or "BPP". A BPP is a scheme where operators and highway authorities work together to alleviate congestion that affects bus services. The BPP will deliver improvements to the reliability and punctuality of bus services, which as a consequence will enhance the attractiveness of bus services. The components of the BPP are referenced in Appendix 5.
- 8.3. The Parties agree that GNE will not be obliged to take steps to compensate passengers for poor performance, where that poor performance was a result of circumstances outside of their control, such as delays due to ad-hoc traffic congestion.
- 8.4. Nexus will also make a contribution to the Service Improvement Fund, based on the attainment of information and maintenance standards, as set out in Section 11 of this Agreement and Appendix 4.
- 8.5. The overall perception of the bus network in the Area will be measured by Customer Satisfaction surveys, procured and funded by Nexus and designed in conjunction with GNE.
- 8.6. The Service Improvement Fund will be used for measures to compensate passengers for poor bus operation, help the promotion of services to

passengers, or other investments to improve the service for passengers, as agreed by the Board.

- 8.7. The Parties will provide the Board with updates on their performance at each Board meeting.

9. Consultation and Communication

- 9.1. A joint promotional plan will be developed to promote this Agreement and help achieve its objective and purpose. Details are contained in Appendix 6.
- 9.2. GNE will consult with the Board, bus users, ward members and/or their representatives in advance of all Significant Network Changes to commercial services operated by GNE within the Area, in accordance with the consultation plan set out in Appendix 7.
- 9.3. If, as a result of a Significant Network Change, direct bus links are lost or services are withdrawn, GNE will provide the Board with a case report to explain the reasoning behind the decision. This report will include relevant data on any contributing issues such as patronage trend, revenue trend, factors driving costs upwards, reliability/punctuality underperformance or any other material issue.
- 9.4. Any Significant Network Changes to secured bus services that are proposed by Nexus will be subject to the same consultation process outlined in this section and in Appendix 7, alongside any policies adopted by Nexus to consult on service changes. Further details can be found at Section 14 of this Agreement.

10. Measures to Deliver Effective Bus Priority

- 10.1. The Council will endeavour to implement bus priority and traffic management measures in the Area to overcome delays to buses arising from highway congestion, subject to:
 - financial resources being available to deliver planned schemes (primarily through the Local Transport Plan process);
 - the necessary legal consultation enabling the proposals to be delivered;

- a balance being achieved between the resources and commitment to effective bus priority in the Area and the need to ensure that this does not have a negative impact on other areas and other road users in Gateshead; and
 - road safety remaining the primary consideration.
- 10.2. The Parties recognise that some measures that can assist bus operations are relatively minor, such as changes to signal timings, and their impact on other road users may be negligible.
- 10.3. An outline programme of works is provided at Appendix 8. A more detailed programme will be presented annually by the Council and reported to the Board, following consultation with GNE, Nexus and other affected bus operators.
- 10.4. The programme will be developed using information on delay points provided by GNE, Nexus and other operators, and any added value provided by assisting multiple modes will be considered as part of the process.
- 10.5. The Council will endeavour to obtain external financial support from Government and its agencies and, where appropriate, other organisations, to fund and implement bus priority and traffic management measures that will assist the reliable operation of buses within the Area.

11. On-Street Passenger Information and Infrastructure

- 11.1. Bus shelters and bus interchanges will be provided within the Area in order to provide a clean and attractive environment for waiting passengers with protection from the elements, and provide passengers with access to well-presented and up-to-date timetable and travel information.
- 11.2. The Council will endeavour to ensure that bus stops in the Area have shelter provision, subject to the practicalities of locating a shelter, proximity to terminal locations (where stops may currently be set down only), budget and consultation (council member and local public), and in accordance with the standards in Appendix 9.
- 11.3. Appendix 4 sets out Nexus' targets for the provision and maintenance of bus stop infrastructure and information.

- 11.4. Within the Area, Nexus will maintain and clean bus shelters on a regular basis. The current arrangements provide for shelter damage to be made safe within 24 hours and repaired within 5 working days, with cleaning on a four weekly cycle. Nexus will endeavour to refurbish bus shelters when necessary and as resources allow. The Parties agree that the current arrangements falls within the definition of "regular basis" for the purpose of this clause.
- 11.5. Within the Area, Nexus will maintain, clean and manage all bus stations and interchanges. Service level agreements for interchange and bus station provision have been agreed.
- 11.6. Nexus will maintain accurate and up-to-date timetable and travel information to passengers at bus stops within the Area, subject to sufficient notification of timetable changes. Information regarding departure stands, index to places served and timetable/travel information will be provided at bus interchanges. Nexus will endeavour to rectify errors in the information provided to passengers within 7 working days of the error being notified to Nexus.
- 11.7. Where practical and within budget constraints, Nexus will provide electronic departure information, including real-time departure estimates where available.
- 11.8. Bus stop infrastructure in the Area will be delivered according to the template in Appendix 9.
- 11.9. The concept of on-street 'mini-interchanges' in East Gateshead will be reviewed and potential opportunities for further implementation explored.
- 11.10. Should Nexus fail to meet its targets for information and infrastructure, it will make payments to the Service Improvement Fund in accordance with Appendix 4.

12. Real-Time Information

- 12.1. All buses operating in the area will be fitted with the necessary equipment to provide real time information data. Working in partnership, this data will be provided for use in "apps", allowing access to the data from tablets and smartphones, as well as online and through signs at bus stops. With the constant improvements in technology, this data will become more widely available throughout the period of the Agreement.

13. Parking and Bus Lane Enforcement

13.1. The Council and GNE endeavour to liaise closely with each other to ensure issues of illegal and inconsiderate parking that hinder bus operations are dealt with effectively. The Council will:

- Continue to monitor bus stops to ensure that waiting restrictions are both appropriate and fit for purpose;
- Within the context of the Council's overall enforcement priorities and the availability of resources, ensure that bus routes are patrolled to discourage improper parking;
- If appropriate and subject to the Council's own enforcement priorities, take robust enforcement action against unauthorised vehicles which stop in bus clearways; and
- Liaise with Nexus and bus operators as appropriate to discuss the need for improved enforcement within the Area.

13.2. The Council has been granted power to enforce bus lanes under the Transport Act 2000. Enforcement ensures bus lanes are properly used, and that their benefits are maximised. These include:

- Increased bus service reliability;
- Improved bus passenger journey times;
- Encouraging the use of sustainable public transport, further reducing congestion and pollution on and near our roads.

13.3. Enforcement will commence with the locations within the Area listed below, but may change or expand over time:

- A184 Felling Bypass
- Felling Bypass to Lingey Lane Westbound Slip Road
- High Street, Gateshead
- High Street, Wrekenton
- A184 West Central Route

14. Network Support from Nexus

14.1. Nexus will retain socially necessary services operated within the Area until 31st March 2018 (and as detailed in Appendix 2). These services include individual services contracted by Nexus as set out in the second table in Appendix 2, and

additions to GNE commercial services that are negotiated from time to time. From 1st April 2018 retention of socially necessary journeys operated within the Area will be subject to (and keeping under review):

- the cost to the public purse of providing secured bus services, with a view to ensure that good value for money is obtained;
- the delivery and performance of bus services in East Gateshead as detailed in Section 8;
- Nexus' procurement policy; and
- The availability of funding.

14.2. Should there be a need to vary any secured bus service operated within the Area, the Board will be consulted in advance of any decisions made by Nexus and presented with evidence of the need for change, or the funding position that has precipitated that change. The information provided to the Board will meet the requirements set out in Appendix 7.

15. General

15.1. The Parties to this Agreement recognise their obligations under the Competition Act 1998 and nothing in this Agreement intends to breach that Act.

15.2. The Parties to this Agreement shall keep confidential any information not in the public domain that is obtained under or in connection with this Agreement and shall not divulge the same to any third party other than in compliance with their obligations as required by law, including under the Freedom of Information Act 2000.

East Gateshead Bus Alliance Voluntary Agreement

Signed on behalf of:
The Borough Council of Gateshead by



Name: Mike Barker
Title: Strategic Director Corporate
Governance
Date: 1 October 2017

Signed on behalf of:
Go North East Limited by



Name: Kevin Carr
Title: Managing Director
Date: 1 October 2017

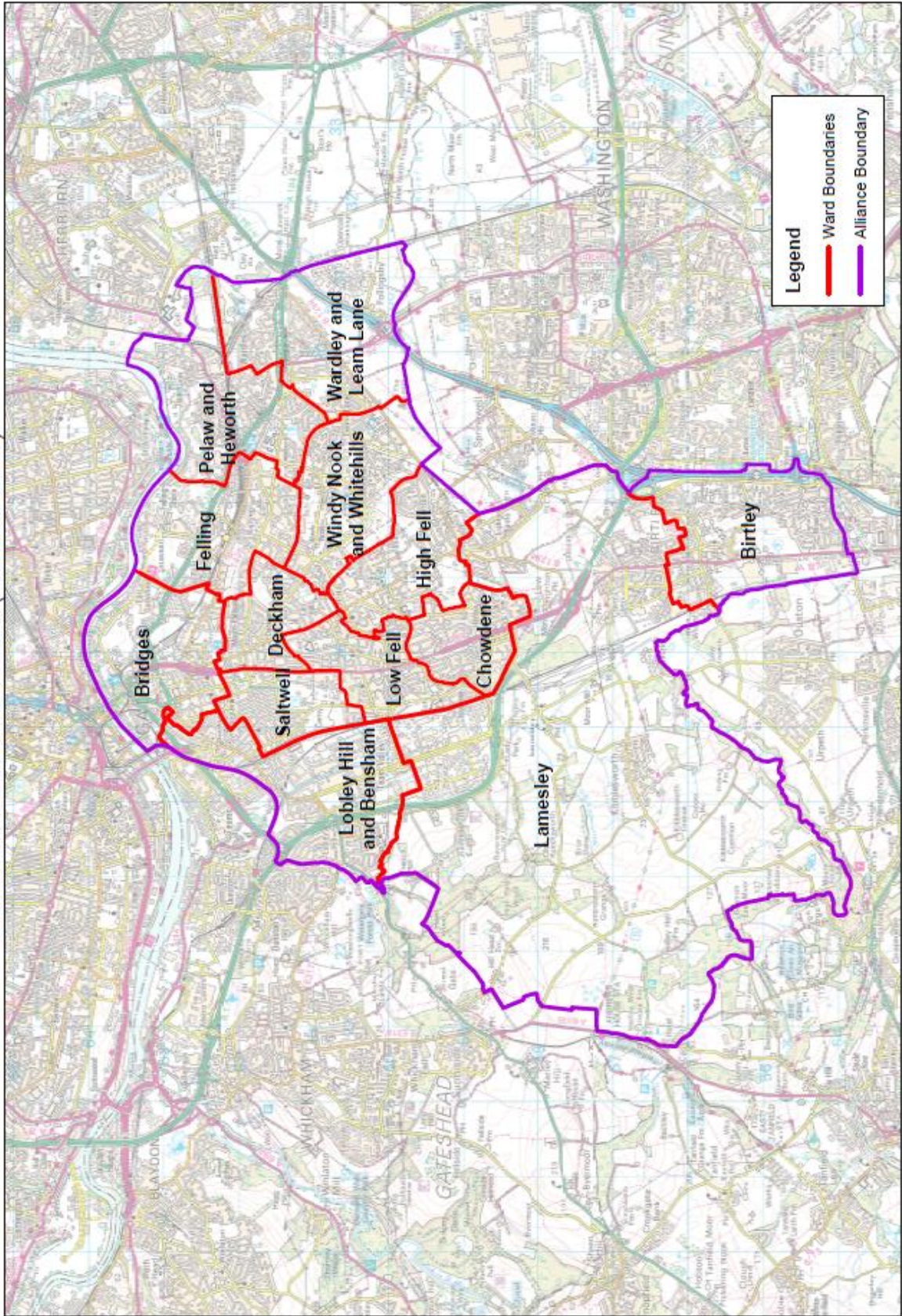
Signed on behalf of:
Tyne and Wear Passenger Transport
Executive (t/a Nexus) by



Name: Mike Scott
Title: Corporate Manager Bus Services
Date: 1 October 2017

Appendix 1: Alliance Area

East Gateshead Bus Alliance (October 2017)



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Appendix 2: Schedule of Bus Services included in the Agreement

GNE Services

Service Number	Route Description	Frequency (minutes)			AV Priority ⁴	Wifi Priority ⁵	Serve AQMA?
		Mon-Fri daytime	Sat daytime	Sun daytime			
1/1a "Coaster"	Wrekenton - Low Fell – Gateshead – Newcastle – Byker – Wallsend - North Shields - Whitley Bay	30 ⁶	30 ⁷	30 ⁸	P	Y	Y
4 "Connections"	Heworth – Concord – Galleries - Houghton le Spring	10	10	15	Y	Y	N
21/N21 "Angel"	Newcastle – Gateshead - Low Fell – Birtley - Chester le Street - Durham	7	7	10	Y	Y	Y
27 "Crusader"	Newcastle – Gateshead – Heworth – Jarrow - South Shields	12	12	20	Y	Y	Y
28 "Waggonway"	Newcastle – Gateshead - Q E Hospital – Wrekenton – Birtley – Beamish - Chester le Street	60	60	60	P	P	Low freq
28A "Waggonway"	Newcastle – Gateshead - Saltwell Road – Kibblesworth – Birtley – Beamish - Chester le Street	60	60	-	P	P	Low freq

⁴ Priority services for provision of on-board audio-visual next stop and service announcements, as described at clause 7.1 – Y=installed, P=priority for installation.

⁵ Priority services for provision of free of charge on-board wifi, as described at clause 7.1 – Y=installed, P=priority for installation.

⁶ Every 30 minutes to Whitley Bay to Wrekenton, every 15 minutes Whitley Bay to Gateshead Interchange

⁷ Every 30 minutes to Whitley Bay to Wrekenton, every 15 minutes Whitley Bay to Gateshead Interchange

⁸ Every 60 minutes to Whitley Bay to Wrekenton, every 60 minutes Whitley Bay to Kibblesworth (1A), every 20 minutes Whitley Bay to Gateshead Interchange

Service Number	Route Description	Frequency (minutes)			AV Priority ⁴	Wifi Priority ⁵	Serve AQMA?
		Mon-Fri daytime	Sat daytime	Sun daytime			
29	Gateshead - Saltwell Road - Low Fell - Kibblesworth	60	60	-	-	-	Low freq
35A "seeitdoit"	Heworth – Boldon – Sunderland - Royal Hospital - Low Moorsley	-	-	30	-	-	N
53/54 "Saltwell Park"	Newcastle – Gateshead - Saltwell Park	10	10	20	-	-	N
56/N56 "Fab56"	Newcastle – Gateshead – Wrekenton – Concord - Sunderland	12	12	20	Y	Y	Y
57 "Citylink 57"	Newcastle - Gateshead - Q E Hospital - Heworth	20	20	20	Y	Y	Y
58 "Citylink 58"	Newcastle – Gateshead – Felling - Heworth	12	12	15	Y	Y	Y
67	Wardley - Q E Hospital - Low Fell – Bensham - Metrocentre	60	60	60	P	P	N
69	Wardley – Felling - Q E Hospital - Low Fell - Saltwell Road – Bensham - Lobley Hill - Winlaton	60	60	60	P	P	N
82/82A	Heworth – Birtley – Concord – Galleries – Ayton - Rickleton/Birtley	30	30	-	Y	Y	N
93/94 "Loop"	Gateshead – Heworth – Felling - Q E Hospital - Low Fell - Team Valley - Gateshead	15	20	30	P	P	Y
921	Newcastle – Gateshead – Rainton Bridge	Peak only	Peak only	-	Y	Y	Low freq
Q1/Q2 "Quaylink"	Newcastle – Gateshead - Low Fell – Wrekenton – Heworth – Felling -	15	15	30	Y	Y	Y

Service Number	Route Description	Frequency (minutes)			AV Priority ⁴	Wifi Priority ⁵	Serve AQMA?
		Mon-Fri daytime	Sat daytime	Sun daytime			
	Gateshead						
X1 "Red Arrows"	Newcastle – Gateshead - Q E Hospital – Wrekenton – Galleries - Easington Lane	12	10-12	30	Y	Y	Y
X21	Bishop Auckland – Spennymoor – Durham – Chester- le-Street – Gateshead – Newcastle	30	30	-	Y	Y	Low freq
X22	Durham - Chester le Street – Birtley - Metrocentre	60	60	120	-	-	N
X25	Newcastle – Gateshead - Q E Hospital – Wrekenton – Portmeads - Chester le Street - Langley Park	30	30	-	P	P	Low freq

Nexus Secured Services not operated by GNE

Service Number	Route Description	Frequency (minutes)			Operator
		Mon-Fri daytime	Sat daytime	Sun daytime	
23	Washington – Springwell - Wrekenton – Birtley	60	60	-	Jim Hughes Coaches & Central Taxis of Gateshead
68	Wrekenton, Queen Elizabeth Hospital – Felling – Heworth – Pelaw – Bill Quay	60	60	-	Central Taxis of Gateshead
515	Heworth – Pelaw – Hebburn	60	60	-	Central Taxis of Gateshead
558	Heworth – Wardley – Fellgate – Boldon – Whitburn - Seaburn	60	60	60	Central Taxis of Gateshead

Service Number	Route Description	Frequency (minutes)			Operator
		Mon-Fri daytime	Sat daytime	Sun daytime	
TB10	Fewster Square – Wrekenton- Eighton Banks – Queen Elizabeth Hospital – Felling Square	60	60	-	Central Taxis of Gateshead
TB14	Northside – Birtley – Portobello Road	60	60	-	Central Taxis of Gateshead
TB29	Gateshead – Racecourse Estate – Bensham Hospital	60	60	-	Central Taxis of Gateshead
TB529	Heworth – Bill Quay – Hebburn – Lukes Lane	60	60	-	Eurocars

Objective of the Agreement

The Parties will deliver improved bus services in East Gateshead.

Purpose of the Agreement

By working together the Parties will adopt a comprehensive approach to improving bus travel for existing and new passengers by:

- Providing a stable bus network that best meets passenger needs and ensures commercial sustainability, in accordance with Sections 5 and 14 of this Agreement;
- Providing a range of ticket products that meets passenger needs and charges fares that are affordable, in accordance with Section 6 of this Agreement;
- Providing a reliable and punctual bus service with effective bus priority to overcome congestion delay to buses, in accordance with Sections 8, 10 and 13 of this Agreement;
- Operating services with modern, low emission, easy access and comfortable buses in accordance with Section 7 of this Agreement;
- Improving passenger waiting facilities and maintaining such facilities to a good standard, in accordance with Section 11 of this Agreement; and
- Providing comprehensive information and raising the image of bus services through effective marketing, in accordance with Section 9 and 12 of this Agreement.

The Board

The Board's role is to oversee delivery of this Agreement and the monitoring of the Parties' performance.

The composition of the Board is:

- 3 Gateshead Council elected members;
- 1 Transport North East Committee member, or a suitable nominee;
- 1 Nexus Corporate Manager, or a suitable nominee; and
- 5 GNE Officers, of whom 1 is a Director.

The Board will hold four meetings per year. The Chair of the Board will be selected annually by the Board.

The membership of the Board will be kept under review to ensure active delivery of this Agreement.

Decision Taking

The Board will make decisions as follows:

- Appointment of Chair (paragraph 4.3): appointment of the Chair shall be for one year duration on the basis of a majority vote of members of the Board.
- Appointment of Working Groups (paragraph 4.4): the appointment, composition and remit of Working Groups shall be determined on the basis of a majority vote of members of the Board.
- Inviting Interested Parties (paragraph 4.5): approval of invitations to interested parties to make presentations to the Board shall be on the basis of and subject to a majority vote of the Board
- Membership of the Alliance (paragraph 4.6): approval to act on a request for a new bus operator to become a member of the Alliance shall be on the basis of and subject to a unanimous vote of the Board.

Duties of the Board

The Board shall oversee the delivery of this Agreement by providing the mechanism through which:

- GNE explains and advises on any changes proposed to the bus network in East Gateshead, the implications of any change and the consultation planned or undertaken in relation to the changes;
- GNE explains and advises on any changes proposed to fare levels or ticketing arrangements on bus services in East Gateshead;
- Nexus explains and advises on any changes proposed to secured services in East Gateshead, the implications of any change and the consultation planned or undertaken in relation to the changes;
- Reports are received on the performance of bus services in the Agreement Area relating to:
 - Bus punctuality and reliability;
 - The overall perception of the bus journey experience through customer satisfaction surveys;
 - The delivery of the bus priority programme; and

- The status of passenger waiting facilities.
- Information can be received about the penalties that apply to Nexus, where Nexus fails to meet its standards for maintaining on-street bus infrastructure and bus stop information;
- Information can be received about the penalties that apply to GNE, where GNE punctuality and reliability fails to meet agreed targets due to factors within the control of GNE; and
- Agreement can be sought about how penalty payments will be used.

All agreements made with regard to these duties of the Board will be on the basis of and subject to a majority vote of the Board.

Responsibilities

The Board members will be in receipt of confidential information from GNE that relates to the operation of bus services and planned changes to bus services in the Area. This information should not be disclosed to any other party without the specific written approval of the Managing Director of GNE.

Annual Report

The Parties will prepare an annual report for consideration and approval by the Board. The annual report will be prepared during April of each year.

The annual report will review the key achievements of the Alliance over the preceding twelve months, and review the commitments made by each Party over the coming twelve months. Specifically the annual report will provide the Board with an update on activities over the last twelve months with regard to:

- The changes made to the bus network in the Area, in line with the provisions of Section 5 and 9 and updating the information set out in Appendix 2;
- The changes made to bus fares in the Area, in line with the provisions of Section 6;
- The changes made to the bus fleet operating in the Area, in line with the commitments in Section 7;
- Compliance with quality standards and the use of the Service Improvement Fund, in line with the requirements in Section 8;
- Changes made to the high network to support the bus network, in line with the proposals in Section 10 and Appendix 8;

- The provision of on-street infrastructure and information, in line with the requirements in Section 11;
- Activities in relation to real-time information, in line with Section 12;
- Activities by the Council in relation to parking and traffic offence enforcement, in line with Section 13;
- The provision of secured bus services, in line with Section 14;
- A review of the effectiveness of the Bus Punctuality Partnership, as set out in Appendix 5; and
- Marketing activities, in line with the provisions of Appendix 6.

The annual report will also review the improvements planned for the coming twelve months with regard to:

- Planned changes to the bus network, updating the information set out in Appendix 2;
- The highway network changes proposed to support the bus network, updating the schedule in Appendix 8;
- The bus lane enforcement proposals, updating the list at paragraph 13.3;
- The funding available for the secured bus network, and any proposals to amend that network, in accordance with Section 14;
- The proposed marketing activities, in line with the provisions in Appendix 6; and
- The potential for new operators to join the Alliance in the next twelve months.

Appendix 4: Performance Targets and Service Improvement Fund Payments

Reliability and Punctuality

Reliability will be recorded and reported to the Board as operated mileage in percentage and mileage terms in relation to scheduled mileage.

The target for reliability is a minimum of 99.8% of scheduled mileage to be operated.

Punctuality will be recorded for all GNE bus services operated in the Area, as set out in Appendix 2, and reported to the Board as a percentage of journeys on-time⁹ at registered timing points. The analysis will use data recorded by GNE's automatic vehicle location (AVL) data collected in its Operations Centre.

The target is for punctuality is for 95% of journeys to be on-time.

Should the targets set out in this Agreement not be met due to factors within the control of GNE, a contribution to the Service Improvement Fund will be made each quarter based on the following formulae:

- The reliability contribution will be calculated based on the total amount of lost mileage below the reliability target during the quarter that is attributable to GNE, multiplied by a representative average cost per mile within the Area of £0.78 per mile. The cost per mile used in this calculation will be reviewed annually by the Board.
- The punctuality contribution will be calculated quarterly based on service performance (services 'operating on-time') falling within particular bandwidths during the preceding quarter:

➤ On or above target	£0
➤ 0.1 to 5.0% below target	£500
➤ 5.1 to 10.0% below target	£1,000
➤ 10.1 to 15.0% below target	£2,000
➤ 15.1 to 25.0% below target	£3,000
➤ More than 25.0% below target	£5,000

⁹ "On-time" will be measured as between one minute 59 seconds early and five minutes fifty nine seconds late, when comparing actual departure time to scheduled departure time at registered timing points.

- In the event of extreme conditions, for example an extended period of snow and ice, the punctuality contribution will be reduced by one thirteenth for each week of extremes. The Board will have the final decision if there is dispute over the definition of extreme conditions.

On-Street Infrastructure

Nexus will endeavour to meet the target standards set out below and will report performance against these standards to the Board on a quarterly basis. Should the standards not be met during the last quarter, Nexus will make contributions to the Service Improvement Fund based on the payment schedule included below.

Item	Target Standard	Payments
Missing Information	99% of stops display a liner and flag	£10 for each stop missing a liner and/or flag below 99%
Incorrect Information	95% of stops show no errors on their liner and flag	£10 for each stop below 95% whose liner and/or flag contains an error
Bus Information Display System	99% availability	£10 per screen per day, below 99% of total availability
Cleaning	100% of stops cleaned 3 times every reporting period	£10 for each stop not cleaned 3 times
Maintenance	100% of damage made safe in 24 hours and repaired within 5 working days	£10 for each stop not repaired in accordance to standards

Appendix 5: Bus Punctuality Partnership

A Bus Punctuality Partnership (BPP) has the aim of achieving punctual and reliable bus services in an area of bus operations. Guidance on the development of BPPs was produced by the Government in 2011¹⁰.

The development of a successful BPP relies on strong partnership working. There is therefore a clear link between the requirements of a BPP, and the objective, purpose and provisions within this Agreement. Indeed this Agreement is considered to provide all aspects of a successful BPP, working in partnership from problem identification through to development and implementation of punctuality improvement schemes.

This appendix sets out the key aspects of this Agreement that together comply with the requirements for a BPP.

The Guidance (at paragraph 2.6) sets out six principles that should form the basis of a BPP. These principles are:

1. Recognition of the importance of punctuality and reliability to delivering a good service to the passenger.
2. All parties recognise their contribution to the provision of punctual services and jointly identify and agree actions that can be taken.
3. A shared commitment to achieving a high standard of service punctuality to benefit the passenger.
4. A commitment to constructive partnership working between the operator, the local traffic authority and the local transport authority that is clear to all.
5. A working level commitment to regular and timely constructive dialogue on operational issues.
6. Mutual sharing of information on operational issues so that areas for action can be identified, on the understanding that the information will only be shared with a third party in accordance with any data sharing agreement.

These principles are fully reflected in this Agreement:

- Section 8 sets out clear targets for punctuality and reliability that the Parties will endeavour to deliver, and how progress against these targets will be monitored by the Board;

¹⁰ Department for Transport, "Bus Punctuality Partnerships, Guidance for local authorities and operators", July 2011

- Section 10 sets out how the Parties will work together to share data on punctuality and reliability in order to identify congestion hotspots, develop an annual programme of works to alleviate those hotspots and review progress at regular Board meetings;
- Section 10 also explains the approach to delivering traffic management measures that give buses priority in congested situations, subject to caveats in relation to the availability of funding; and
- Section 11 sets out how bus stop and bus interchange arrangements will be planned and delivered in order to improve the efficient operation of buses at boarding and alighting points.

The relevant officers and senior staff members from each of the Parties attend all meetings of the Board and associated Working Groups, which ensures that the appropriate people are available to discuss and resolve punctuality issues through the provisions of this Agreement.

Within this Agreement the role of the Parties in delivering a BPP will be:

- **GNE**
 - Provision of additional bus resources where commercially feasible or where financial support can be sourced, in order to maintain operation in accordance with registered bus timetables;
 - Supervision and management of departures at timing points and other key boarding points;
 - Development of plans to alter schedules, layovers and route;
 - Consider financial contributions towards highway measures that address identified issues with congestion that affects bus operations;
 - Updating ticketing systems and products in order to improve boarding times; and
 - Undertake timetable reviews for consideration of the Board when all other actions fail to address punctuality issues.
- **The Council**
 - Consider the implementation of junction alterations to facilitate improved passage of buses through congested junctions;
 - Work with the Tyne and Wear UTMC team to implement changes to traffic signal timings and phasing such that the passage of buses through signalised junctions is enhanced;

- Consider a full range of other traffic management measures that could assist bus movements in particular circumstances – including signing and lining alterations; bus only turns; bus gates; bus lanes; and bus only streets;
 - Seek funding from a variety of local and national sources that can be deployed to alleviate congestion hotspots in the Area;
 - Provide support to wider measures that encourage greater bus use and modal shift to public transport; and
 - Provide all Parties with consistent and timely notifications of all planned and emergency roadworks that will affect bus services operating in the Area, or through traffic re-routing could have secondary effect on bus services.
- **Nexus**
 - Continue to work with operators to develop and implement AVL and real-time information systems, including the provision of consistent information from all bus operators in the Area;
 - Undertake reviews of Nexus infrastructure at bus stops and bus interchanges in order to improve punctuality and reliability; and
 - Work with partners across the NECA and the North of England to develop smart ticketing initiatives.

Based on the above analysis, the Parties collectively endorse this Agreement as fulfilling the requirements of a Bus Punctuality Partnership in the East Gateshead area.

Marketing the Alliance

A Marketing Working Group will be formed, which will consist of at least one appropriate representative from each Party.

The Marketing Working Group will meet within one month of the Agreement commencing, and annually thereafter, to produce an Annual Marketing Plan for the Alliance. This plan will include actions on all Parties to promote bus services and provide information about bus service options, with the intention of furthering the objective and purpose of the Alliance as set out in Appendix 3.

The Marketing Working Group will also meet two weeks prior to each Board meeting to discuss progress in enacting the Annual Marketing Plan, discuss issues to be raised at the Board meeting and agree actions. A report from the Marketing Working Group will be presented to each Board meeting.

Community and Partner Communication

A dedicated East Gateshead Bus Alliance page will be provided on the Nexus website within one month of the Agreement commencing, and used as a channel for wider communication. Links to this webpage will be displayed on the corporate website of the Council and GNE. The information available on the webpage will include:

- main points from the Board meetings;
- quarterly performance results;
- satisfaction survey results; and
- a summary of complaints, which will normally be responded to within 5 working days.

Planned Service Changes

Section 5 of this Agreement describes the requirements on all Parties for making Significant Network Changes to bus services in the Area.

When Significant Network Changes are to be introduced, either by GNE or Nexus, consultation with three important groups will take place:

- Bus users and other stakeholders within the Area;
- Gateshead Council members; and
- The Board.

Consultation will follow the standard format adopted by GNE (or Nexus, for secured services) of a written outline of proposals, proposed implementation date and a brief summary of the effects of the changes. Consultees will have the opportunity to respond via pro forma questionnaires, via the GNE website, and via other recognised methods. The results of bus user consultation will be reported to the Board. The Board will have the additional opportunity of consultation and involvement via the Board meetings. Council members will have the additional opportunity of meetings with company representatives where appropriate.

The consultation will be timed to take place such that responses can be gathered, assessed and reported to the Board before final proposals are registered. Where necessary, ad hoc Board meetings will be convened for this purpose or a Working Group (consisting of one officer from each of the Parties) will convene to determine the most appropriate consultation process, or to advise the Board. Typically this will see consultation commence approximately eight weeks or more in advance of the registration date.

It should be noted that provisions within this Agreement recognise that some routes principally serve other areas and the timing and notice for changes to those other routes will be driven by the decisions made for those other networks, but that the communities in East Gateshead affected by such changes will still be consulted prior to registration of those changes where the impact on East Gateshead is material.

Extraordinary Service Changes

Service changes may be deemed necessary outside of the timescales set out in Section 5 of this Agreement, as referred in in Clause 5.3 – these are termed

extraordinary service changes. Should such extraordinary service changes require to be made, either by GNE or Nexus, a Working Group (consisting of one officer from each of the Parties) will advise the Board on the most appropriate consultation process in the circumstances. As a minimum, proposals will be publicised in advance of registration other than in emergency situations such as emergency route diversions or curtailments due to unforeseen extraneous factors. In such circumstances, the change and reasons for change will be publicised to the community within East Gateshead as soon as is practically possible.

Appendix 8: Schedule of Highways Measures for Consideration

As set out in section 10 of this Agreement, the Council will continue to seek to improve conditions for bus operations in East Gateshead throughout the life of this strategy. Although the current funding climate makes it difficult to set out a comprehensive and concrete programme of works, it is our intention that the investment programme over the coming years will include:

- A continuation of the Council's Quality Transport Corridor approach
 - Durham Road Quality Transport Corridor Phases 5 and 6
- Individual schemes aimed at improving conditions for buses
 - Sunderland Road Bus Link
 - Park & Ride Sites
 - A195 New Road Bus Lane
 - Springwell Road/Leam Lane Junction Improvement
 - Old Fold Estate Traffic Calming
 - Springwell Estate Traffic Calming
- The provision of bus improvements through schemes with a wider purpose
 - Heworth Roundabout
 - Hills Street
 - Queen Elizabeth Drive

As noted at paragraph 10.4, Go North East will supply the Council with a list of network delay points on an annual basis which will continue to feed into this programme.

While many of these schemes will be the subject of significant investment, it should not be forgotten that small-scale interventions can also offer substantial benefits and the Council will also continue to take every opportunity to make these improvements.

Appendix 9: Bus Shelter Installation and Bus Stop Standards

Bus Shelter Installation

When considering requests for installing a new bus shelter the Parties will follow the process below:

- All requests for new (as opposed to replacement of existing) bus shelters across Gateshead are scored against a series of agreed criteria and then ranked;
- Potential funding sources are identified by the Parties on an annual basis;
- The annual installation programme is then formulated by taking as many schemes as affordable under the budget from the top of the priority list; and
- The annual installation programme will be reported to the Board each year.

It should be noted that the current funding situation has made this process exceedingly challenging over a number of years with no funding being available. This position will potentially extend across the life of this Agreement.

New or upgraded shelters may be provided on an ad-hoc basis in relation to specific planning approvals, through the Council's Development Management process.

Bus Stop Standards

A template has been formulated to define bus stop infrastructure standards within Tyne and Wear (assuming that articulated buses and buses with more than one set of doors will not usually be using these stops) which all bus stop infrastructures should adhere to, taking into account conditions at each individual location.

The template includes:

- Kerb height and associated footway inclines;
- Bus stop markings, including clearways and signage;
- Bus boarders and laybys;
- Bus stop pole or shelter and flag and information;
- Layout of waiting area;
- Footway widths and pedestrian flows; and
- Pedestrian access to bus stops.

Appendix 10: Gateshead Town Centre Air Quality Management Area

