**FOI Request**  
**Quality Bus Agreement for 82 Route**

<table>
<thead>
<tr>
<th>Reference</th>
<th>RSN16512</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request Stage</td>
<td>Request</td>
</tr>
<tr>
<td>Date Received</td>
<td>19/10/2017</td>
</tr>
<tr>
<td>Date Responded</td>
<td>24/10/2017</td>
</tr>
<tr>
<td>Disclosure</td>
<td>Full</td>
</tr>
<tr>
<td>Exemptions / Exceptions</td>
<td>N/A</td>
</tr>
<tr>
<td>Supporting Documents</td>
<td>82 Qualifying Agreement; 82 Ticketing Agreement</td>
</tr>
</tbody>
</table>

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Request

Please provide a copy of the agreement or agreements with the bus operators Arriva and Stagecoach which define the Quality Partnership for the 82 bus route.

Response

Thank you for your recent request made under the Freedom of Information Act.

Please find attached copies of the Qualifying Agreement and Ticketing Agreement for the 82 bus route. These documents set out the terms of the Quality Bus Agreement for this route.

I trust that this information is of interest to you.

If you are dissatisfied with the handling of your request, you have the right under the Act to ask for an internal review, which should be addressed to:

Mrs Julie Watling
Legal, Democratic Services & Procurement Manager
Merseytravel
PO Box 1976
Liverpool
L69 3HN
julie.watling@merseytravel.gov.uk

If you are not content with the result of your internal review, you also have the right to complain to the Information Commissioner, whose address is

The Information Commissioner’s Office,
Wycliffe House,
Water Lane,
Wilmslow,
Cheshire SK9 5AF
www.ico.gov.uk
Qualifying Agreement

(within the meaning of Schedule 10 of the Transport Act 2000 as amended by Schedule 2 of the Local Transport Act 2008)

Part A – Certificate of the Local Authority

Part B – Agreement between the Parties

Part C – Timetable of the services, described in Part B
Local Transport Act 2008 - Agreement to Co-ordinate Bus Timetables

(Certified in accordance with paragraph 18(3) (b) of Schedule 10 to the Transport Act 2000¹)

This is a certificate provided by

Merseyside Integrated Transport Authority

(Name of Authority)

(the “Authority”)

The Authority certifies that, having considered all the terms and effects (or likely effects) of the proposed agreement set out in Parts B and C between

Arriva Merseyside Limited

(Name of Operator)

And

Glenvale Transport Limited

(Name of Operator)

it is of the opinion that it meets the requirements of paragraph 18 (4) of Schedule 10 to the Transport Act 2000 in that it (a) is in the interests of persons using local bus services within the area of the authority, and (b) does not impose on the above named operators restrictions that are not indispensable to the attainment of the Authority’s bus improvement objectives.

Signed...........................................(Neil Scales)

Position...............................................

CHIEF EXECUTIVE

On behalf of Merseyside Integrated Transport Authority

(Name of Authority)

Date..............................................

7 OCTOBER 2011

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¹ 18 (3) A qualifying agreement falls within this sub-paragraph if—
   (a) it has as its object or effect the prevention, restriction or distortion of competition in the area of the authority, or the combined area of the authorities, but
   (b) the authority, or any of the authorities, has certified that they have considered all the terms and effects (or likely effects) of the agreement and that in their opinion the requirements mentioned in sub-paragraph (4) are satisfied.
Local Transport Act 2008

Agreement to Co-ordinate Bus Timetables

This is a voluntary agreement to co-ordinate the timetables of certain bus services.

The parties to the agreement are:

(1) **Arriva Merseyside Limited**

Of 1 Admiral Way, Doxford International Business Park, Sunderland SR3 3XP

Operating service number **82/82D**

Between Liverpool City Centre and Garston

And

(2) **Glenvale Transport Limited**

Of c/o Stagecoach Services Ltd, Daw Bank, Stockport, Cheshire SK3 0DY

Operating service number **82/82D**

Between Liverpool City Centre and Liverpool South Parkway (Garston).

The timetable of the combined service, showing the journeys which are the subject of this agreement, is appended (Part C). Each party has sole responsibility for operating those journeys identified as being provided by it.

This is the whole agreement between the parties in respect of the provision of these services.

It will commence on Sunday 9 October 2011 PROVIDED the Authority (as defined in Part A) has first completed the certification as set out in Part A in accordance with paragraph 18(3)(b) of Schedule 10 to the Transport Act 2000).

The agreement may be terminated by either party giving 6 months notice in writing to the other, at the address shown above.

Signed.............................................on behalf of **Arriva Merseyside Limited**

Date...........................................6th October 2011.......

Signed.............................................on behalf of **Glenvale Transport Limited**

Date...........................................7th October 2011.....
Affix coordinated timetable here

showing the journeys

operated by each party

that are the subject of this Agreement
THIS AGREEMENT is made on the 2014

BETWEEN:

(1) Arriva Merseyside Limited of 1 Admiral Way, Doxford International Business Park, Sunderland SR3 3XP (Arriva); and

(2) Glenvale Transport Limited c/o Stagecoach Services Ltd, Daw Bank, Stockport, Cheshire SK3 0DY (Stagecoach)

(together the "Operators" and each an "Operator").

BACKGROUND

(A) The Operators are entering into this Agreement for the purposes of providing for members of the public a multi-operator individual ticket on the Route specified in Schedule 1 which shall entitle the holder of that ticket to make the journey on the Route (or any part of it) on the Services of any of the Operators specified in Schedule 1 (the "Scheme").

(B) The Operators entered into an agreement to record the arrangements set out in this Agreement on [ ] but that agreement has been misplaced and the purpose of this agreement is to document the terms and conditions of that agreement

(C) In order that the Agreement complied with the terms of the Competition Act 1998 (public Ticketing Schemes Block Exemption Order 2011 (as amended and extended) (“the Block Exemption”) Merseytravel certified that it was of the opinion that the Agreement met the requirements of paragraph 18(4) of Schedule 10 to the Transport Act 2000 in that it (a) is in the interests of persons using local bus services within the area of the authority ad (b) does not impose on the above named operators restrictions that are not indispensable to the attainment of Merseytravel’s bus improvement objectives. A copy of the Certificate is attached at the Schedule

IT IS AGREED as follows:

1 INTERPRETATION

1.1 In this Agreement and the Schedules:
(a) words and terms shall have the meaning set out in Schedule 2;

(b) the headings in this Agreement are for convenience only and shall not affect its interpretation;

(c) references to a clause, Schedule or paragraph are to a clause in or a Schedule to this Agreement or a paragraph of such a Schedule;

(d) the Schedules to this Agreement shall have the same effect as if contained in the body of the Agreement, and any reference to this Agreement shall include the Schedules. If there is a conflict between the terms of this Agreement and any terms set out in a Schedule, the terms of the Schedules shall prevail;

(e) any reference in this Agreement to any statute shall include references to any statutory modification or consolidation of it or any re-enactment that supersedes it from time to time, and to any regulation or subordinate legislation made under it (or under such a modification, consolidation or re-enactment);

(f) reference to the plural shall include the singular and vice versa, and reference to one gender includes reference to all genders. Any reference to a person shall be to all legal persons of whatever kind and shall include incorporated and unincorporated persons.

2 DATE OF THE AGREEMENT

2.1 This Agreement came into effect on 9 October 2011 and shall continue in force until being terminated in accordance with its terms.

3 TERMS GOVERNING THE SCHEME

3.1 The Operators shall comply with the terms and conditions set out in Schedule 2.
## Details of the Scheme

### Route:

<table>
<thead>
<tr>
<th>Origin Point</th>
<th>Destination Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liverpool (Liverpool One Bus Station)</td>
<td>Garston</td>
</tr>
</tbody>
</table>

### Services:

<table>
<thead>
<tr>
<th>Operator</th>
<th>Service</th>
<th>Principal places served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arriva</td>
<td>82</td>
<td>[City Centre, Toxteth, Dingle, Aigburth Vale, Garston]</td>
</tr>
<tr>
<td>Stagecoach</td>
<td>82</td>
<td>[City Centre, Toxteth, Dingle, Aigburth Vale, Garston]</td>
</tr>
</tbody>
</table>

### Tickets:

<table>
<thead>
<tr>
<th>Ticket type</th>
<th>Period of validity</th>
<th>Issuer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dayrider</td>
<td>Unlimited travel in <strong>one specified day</strong></td>
<td>Stagecoach</td>
</tr>
<tr>
<td>Dayrider (Child ticket)</td>
<td>Unlimited travel in <strong>one specified day</strong></td>
<td>Stagecoach</td>
</tr>
<tr>
<td>Mегarider</td>
<td>Unlimited travel in <strong>one specified week</strong></td>
<td>Stagecoach</td>
</tr>
<tr>
<td>Mегarider (Child ticket)</td>
<td>Unlimited travel in <strong>one specified week</strong></td>
<td>Stagecoach</td>
</tr>
<tr>
<td>Arriva Day Saver</td>
<td>Unlimited travel in <strong>one specified day</strong></td>
<td>Arriva</td>
</tr>
<tr>
<td>Arriva Day Saver (Child ticket)</td>
<td>Unlimited travel in <strong>one specified day</strong></td>
<td>Arriva</td>
</tr>
<tr>
<td>Arriva Weekly Saver</td>
<td>Unlimited travel in <strong>one specified week</strong></td>
<td>Arriva</td>
</tr>
<tr>
<td>Arriva Weekly Saver (Child ticket)</td>
<td>Unlimited travel in <strong>one specified week</strong></td>
<td>Arriva</td>
</tr>
</tbody>
</table>

### Commencement Date of the Scheme:

9 October 2011
1 DEFINITIONS

1.1 The following words shall, unless the context otherwise requires, have the following meanings:

"Block Exemption" has the meaning given to it in Recital (B) above;

"Bus Service" has the meaning given to it in the Block Exemption;

"Commencement Date of the Scheme" means:

(a) in respect of the original parties to this Agreement, the date specified in Schedule 1; and

(b) in respect of any new operators joining the Scheme, the date determined in accordance with clause 3.3;

"Deed of Adherence" means a deed entered into by any Operator joining the Scheme substantially in the form set out in Schedule 3;

"Expiry Date" means the latest date on which the Tickets issued under the Scheme prior to termination in relation to, or withdrawal by, an Operator, expires;
"Multi-operator Individual Ticket" means a ticket (or tickets) entitling the holder, where a particular journey could be made on Bus Services provided by any of two or more operators, to make that journey or any part of it on whichever service the holder chooses;

"Operator" means each of the parties to this Agreement;

"Route" means the route between an origin and destination point on which the Tickets will be available or accepted, details of which are set out in Schedule 1;

"Scheme" has the meaning given to it in Recital (A) above;

"Services" means the services of each Operator, operating over the Route, details of which are set out in Schedule 1, as amended by any Deed of Adherence;

"Tickets" means the tickets available under the Scheme as set out in Schedule 1, as amended by any Deed of Adherence;

"Traffic Commissioner" means the traffic commissioner(s) for the traffic area(s) in which the Services are operated.

2 GENERAL OBLIGATIONS

2.1 Each Operator undertakes to each other Operator as follows:
from the Commencement Date of the Scheme until the earlier of the Expiry Date or the termination of the Agreement under clause 7.3, to accept each other Operators' valid Tickets at all times on its Services;

(b) to take reasonable steps to promote the benefits of the Scheme to the public;

c) at all times to insure and maintain insurance to cover its liabilities (including without limitation the indemnity contained in clause 9) under this Agreement (howsoever arising);

d) to observe and perform all or any of the obligations and undertakings imposed upon it under the terms of this Agreement;

e) to take all reasonable care in the operation of the Services and to ensure the safety of passengers; and

(f) to comply with, and in particular operate the Services in accordance with, public transport and general legislation and the relevant particulars registered with the Traffic Commissioner.

3 ADMISSION OF NEW OPERATORS

3.1 Any operator operating Bus Services along the Route who is not a party to this Agreement may apply to join the Scheme at any time by delivering an executed copy of the Deed of Adherence to each of the Operators.

3.2 In accordance with the Block Exemption and the related OFT Guideline, the Operators may refuse to allow an operator to join the Scheme if the Operators have objective, transparent and non-discriminatory reasons for doing so, and the Operators notify the operator of those reasons within 7 days of receipt of the Deed of Adherence.

3.3 The Commencement Date of the Scheme in respect of any new Operator joining the Scheme under this clause 3 will be 7 days after delivery of the executed Deed of Adherence.

4 COMPLIANCE WITH BLOCK EXEMPTION

4.1 Nothing in this Agreement shall:
(a) have the object or effect of directly or indirectly:

(i) limiting the variety or number of routes on which any Operator provides or may provide Bus Services;

(ii) limiting the freedom of the Operators to set the price or availability of, the fare structure relating to, or the zones or geographical validity applicable for, any ticket entitling the holder to make a journey solely on its own Bus Services;

(iii) limiting the frequency or timing of any Bus Services operated by any Operator;

(iv) facilitating an exchange of information between the Operators other than information which is directly related and indispensable to the effective operation of the Scheme (if any); or

(v) fixing a price at which the Tickets (or any of them) are offered for sale; or

(b) prevent the Operators from participating in any other ticketing scheme.

5 REVENUE

The Operators agree that they will each retain exclusively all revenue received by them from the sale of the Tickets, consistent with the requirements of the Block Exemption.

6 WITHDRAWAL FROM SCHEME

6.1 Any Operator ("the Withdrawing Operator") has the right to withdraw from the Scheme on giving the other Operators 28 day’s notice in writing.

6.2 At the expiration of the 28 day notice period, Schedule 1 to this Agreement (as amended by any Deeds of Adherence) will be deemed amended as required to delete the Services and Tickets provided by the Withdrawing Operator.

7 TERMINATION

7.1 If:
(a) any other Operator commits any material breach of this Agreement and fails to remedy such breach within 28 days of the service of a notice requesting the same to be remedied; or

(b) any other Operator ceases to carry on any Services operating along the Route; or

(c) the financial position of any Operator is such that either that Operator, its directors, shareholders or creditors take or are entitled to take steps to institute formal insolvency proceedings with respect to the Operator of a type provided for by the Insolvency Act 1986 (or any similar or analogous legislation, whether under English law or otherwise), including without limitation administration, liquidation, administrative receivership, receivership, voluntary arrangement, scheme of arrangement or bankruptcy, or if that Operator is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

any Operator may terminate this Agreement insofar as it relates to the rights of the Operator in default ("the Defaulting Operator").

7.2 Schedule 1 to this Agreement (as amended by any Deeds of Adherence) will be deemed amended as required to delete the Services and Tickets provided by the Defaulting Operator.

7.3 The Agreement may be terminated by agreement between all Operators if the Operators agree that there is no longer valid reasons for continuing with the Scheme.

7.4 The termination of this Agreement under this clause 7 or the withdrawal of an Operator from the Scheme under clause 6 shall be without prejudice to any obligations or rights of any Operator which have accrued prior to such termination or withdrawal and shall not affect any provision of this Agreement which is expressly or by implication provided to come into effect on or continue in effect after such termination or withdrawal.

7.5 Clause 2.1(a) shall survive the termination of this Agreement against a Defaulting Operator under clause 7.1, and a Withdrawing Operator under clause 6, until the Expiry Date.
8 CONSEQUENCES OF WITHDRAWAL OR TERMINATION

8.1 A Withdrawing Operator agrees from the date the notice is given under clause 6.1 not to offer for sale any Tickets that will expire after the 28 day notice period.

8.2 A Defaulting Operator agrees from the date of termination to immediately cease offering for sale any Tickets.

8.3 All Operators who continue to be bound by this Agreement agree, from the expiration of the notice period under clause 6.1 or the date of termination under clause 7.1, not to offer for sale any Tickets that allow passengers to travel on the Services of the Withdrawing Operator or the Defaulting Operator, as the case may be.

8.4 All Operators who continue to bound by this Agreement agree to publish a notice informing the public of changes to the Operators participating in the Scheme:

(a) in the case of withdrawal of an Operator under clause 6.1, within the 28 day notice period;

(b) in the case of termination of the Agreement against an Operator under clause 7.1 or termination of the Scheme by agreement under clause 7.3, as soon as reasonably practicable.

9 LIABILITY

9.1 Each Operator shall be solely liable for, and shall indemnify each other Operator in respect of, any liability, loss, damage, claims or proceedings whatsoever arising under any statute or at common law in respect of damage to property or personal injury or the death of any person (including without limitation the carriage of any passengers) arising out of or in the course of or caused by the performance or non-performance by such Operator of his obligations under this Agreement, unless due to any act or neglect of any other Operator or any person for whom they are responsible.

9.2 The liability of each Operator to third parties will be governed by statute or common law as limited by each Operator's Conditions of Carriage or such other
contract as is in place between the Operator and such third parties. No Operator shall have any liability to any other Operator for any breach of any Conditions of Carriage.

9.3 No Operator shall be liable in any circumstances for any indirect, special or consequential loss (including loss of anticipated profits or business, damage to goodwill or third party claims) howsoever arising either from breach or non-performance of any of its obligations under this Agreement, or from its withdrawal from the Scheme or termination of the Agreement.

10 GENERAL

10.1 The failure or delay by any party in any one or more instances to insist upon strict performance or observance of any one or more of the terms of this Agreement or to exercise any remedy, privilege or right under this Agreement shall not be construed as a waiver of any future breach or right to enforcement of such terms or to exercise such remedy, privilege or right.

10.2 No party may assign or charge any of its rights or the benefit of all or part of this Agreement or transfer, delegate or sub-contract any of its duties or obligations without the prior written consent of the other Operators (such consent not to be unreasonably conditioned, withheld or delayed).

10.3 Nothing in this Agreement shall be deemed to constitute a partnership or joint venture or relationship of employment between the parties nor constitute any party the agent of the other.

10.4 If a provision of this Agreement is declared or in any Operator's opinion may be declared illegal, invalid or unenforceable in whole or in part, for any reason whatsoever by any competent tribunal or authority, such provision or part thereof shall be divisible from this Agreement and shall be deemed deleted from this Agreement insofar as the continued operation of this Agreement is concerned provided always that the parties shall negotiate in good faith to agree a valid and enforceable term in substitution. If in any party's reasonable opinion, the parties are unable to agree a suitable term that is valid and enforceable in substitution for any provision that is deemed deleted then that
party may withdraw from the Scheme forthwith on giving written notice to the other.

10.5 This Agreement, including its Schedules sets out the entire agreement between the parties in connection with its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them. This Agreement may only be varied in writing.

10.6 Any notice or other communication (including a Deed of Adherence) given by any party shall be deemed to have been received: (i) in the case of a notice given by hand, at the time of day of actual delivery; (ii) if sent by fax, with a confirmed receipt of transmission of all pages from the receiving machine, on the day on which transmitted; and (iii) if posted, by 10am on the second Business Day following the day on which it was despatched by first class mail postage prepaid provided that a notice given in accordance with the above but received on a day which is not a Business Day or after normal business hours in the place of receipt shall be deemed to have been received on the next Business Day.

10.7 (a) In the event of any dispute arising out of or in connection with this Agreement, the parties will in good faith refer that dispute to the Managing Directors (or nearest equivalent) of each of them.

(b) If the matter has not been resolved by the Managing Directors (or their nearest equivalents) within 28 days of the referral pursuant to paragraph (a) above, the parties will be free to pursue their remedies without further reference to this paragraph.

10.8 For the purpose of section 1(2) of the Contracts (Rights of the Third Parties) Act 1999 (the "1999 Act") the parties state that they do not intend any term of this Agreement to be enforced by any third parties except that any passenger holding a valid Ticket for use on the Services may enforce their right to use that Ticket. Any third party right which exists or is available independently of the 1999 Act is preserved.

10.9 The validity, construction and performance of this Agreement shall be governed by English law.
10.10 Any claim, dispute or difference arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts to which each of the parties irrevocably agrees to submit.
Deed of Adherence

THIS DEED OF ADHERENCE is made the day of by of
(hereinafter called the "Covenantor").

SUPPLEMENTAL to a multi-operator individual ticket agreement dated the [ ] made between (1) the persons named as Operators in that agreement and (2) persons who subsequently accede to the deed (the "Agreement").

WITNESSETH as follows:

1 In this Deed words and expressions defined in the Agreement shall have the same meaning herein.

2 Schedule 1 to the Agreement is hereby amended to include the following Services provided, and Tickets issued, by the Covenantor:

<table>
<thead>
<tr>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operator</td>
</tr>
<tr>
<td>----------</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tickets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ticket type</td>
</tr>
<tr>
<td>-----------</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

3 The Covenantor becomes an Operator for the purposes of the Agreement from the Commencement Date of the Scheme.

4 The Covenantor hereby confirms that it has been supplied with a copy of the Agreement and hereby covenants with each of the Operators to observe, perform and be bound by all the terms of the Agreement which are capable of applying to the Covenantor and which have not been performed at the date hereof to the intent and effect that the Covenantor shall be deemed with effect from the date of this Deed to be a party to the Agreement.
5 The Covenantor covenants separately with each person who is or becomes an Operator that it will indemnify each of them and keep them fully indemnified against all liabilities, costs, claims, demands and expenses arising out of or in connection with the death or injury to any person or loss of or damage to any property to the extent that such death, injury, loss or damage is attributable to the acts or omissions of the Covenantor, and its employees, agents or subcontractors.

6 For the purpose of section 1(2) of the Contracts (Rights of the Third Parties) Act 1999 (the "1999 Act") the parties to the Agreement state that they do not intend any term of this Deed to be enforced by any third parties and the parties agree that any third party right which exists or is available independently of the 1999 Act is preserved.

7 This Deed shall be governed by and construed in accordance with the laws of England.

SCHEDULE

The Certificate
EXECUTED as a deed this day and year first before written.

EXECUTED as a deed and )
DELIVERED by two )
Officers of the Covenantor )

Director: ....................................................

Director/Secretary: ........................................
IN WITNESS whereof this Agreement has been entered into the day and year written above.

SIGNED by                     )
for and on behalf of           )
Arriva Merseyside Limited      ) ..............................................................

SIGNED by                     )
for and on behalf of           )
Glenvale Transport Limited    ) ..............................................................