Manchester City Council Report for Resolution

| Report To: | Executive – 26 October 2011 |
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| Subject: | Proposed making of a Quality Partnership Scheme in relation to bus services on the A6. |
| Report Of: | Deputy Chief Executive (Neighbourhoods) |

Summary

This report is to inform Members of a proposed bus Quality Partnership Scheme on the A6 Manchester - Stockport - Hazel Grove bus corridor, to seek approval for the making of the scheme by Greater Manchester Combined Authority (GMCA) in partnership with the City Council and Stockport Metropolitan Borough Council, and to enter into an associated Voluntary Partnership Agreement with these partners and local bus operators.

Recommendations

The Executive is recommended:

- (a) To note that in February 2011 the Chief Executive authorised (inter alia) the following proposals:
 - i. that the City Council enter into an arrangement with the Greater Manchester Integrated Transport Authority (GMITA) and Stockport MBC (SMBC) for the proposed QPS;
 - ii. that GMITA act as the lead authority for the issuing of the statutory notice and the undertaking of the consultation for the proposed QPS;
 - iii. that the Head of Highway Services and City Solicitor take all necessary steps to ensure that the proposal is taken forward with a view to ensuring the making of the QPS.
- (b) To endorse the proposals for a bus Quality Partnership Scheme (QPS) on the Manchester Stockport Hazel Grove corridor in agreement that it will:
 - i. contribute to the implementation of the policies set out in the Greater Manchester Local Transport Plan (and in particular the bus strategy contained therein),
 - ii. improve the quality of local bus services by bringing benefits to persons using those services;

iii. reduce or limit traffic congestion, noise or air pollution,

and hence satisfies the requirements for the making of a scheme under the Transport Act 2000.

- (c) To note that the Greater Manchester Combined Authority (GMCA) has succeeded to GMITA, and approval is now sought for the City Council to enter into an arrangement with GMCA for the making of the QPS.
- (d) To approve that the City Council enter into an arrangement with the Greater Manchester Combined Authority (GMCA) and Stockport Metropolitan Borough Council (SMBC) for the making of the QPS.
- (e) To authorise the City Solicitor and Deputy Chief Executive (Neighbourhoods) to finalise the legal documentation creating the QPS (including the VPA), which are currently attached to this report in their draft form.
- (f) To note that as a consequence of a reorganisation at the City Council, approval is now sought to delegate the power to enter into the Voluntary Partnership Agreement (VPA) associated with the QPS, to the Deputy Chief Executive (Neighbourhoods)
- (g) To delegate to the Deputy Chief Executive (Neighbourhoods) the power to enter into the Voluntary Partnership Agreement (VPA) associated with the QPS.

| Community Strategy Spine | Summary of the contribution to the strategy |
|--|--|
| Performance of the economy of the region and sub region | The QPS will encourage greater use of buses as a viable alternative to the car, thereby contributing to the reduction of traffic congestion. As traffic congestion is recognised as a significant limiting factor to economic growth, the QPS will make a positive contribution to the performance of the economy. |
| Reaching full potential in education and employment | The QPS will improve the reliability and punctuality of bus services and therefore maintain accessibility to education and employment through public transport. |

Wards Affected: Ardwick, City Centre, Gorton South, Levenshulme and Longsight.

| Individual and collective self esteem – mutual respect | The QPS will improve the quality of buses on the A6 corridor which has the potential to promote greater respect for public transport in the city and, as a result, improve individual and collective self esteem and mutual respect. |
|---|--|
| Neighbourhoods of Choice | The QPS will improve the quality, reliability and punctuality of bus services, thereby encouraging greater use of buses and the choice to live in particular neighbourhoods. |

Equal Opportunities Policy: There are no implications in relation to equal opportunities.

Risk Management: This will be undertaken by TfGM on behalf of GMCA as the lead authority for the proposal.

Legal Considerations: Included within the report

Financial Consequences – Revenue: There are no implications to the Revenue Budget as any costs arising as a result of the proposal will be contained within the budget for highway maintenance.

Financial Consequences – Capital: There are no implications to the Capital Budget.

Contact Officers:

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Background documents (available for public inspection):

The following documents disclose important facts on which the report is based and have been relied upon in preparing the report. Copies of the background documents are available up to 4 years after the date of the meeting. If you would like a copy please contact one of the contact officers above:

- Transport Act 2000 as amended by the Local Transport Act 2008.
- Quality Partnership Schemes: Statutory guidance to English local transport authorities and metropolitan district councils (March 2009)
- Chief Executive's approval to discharge function not specifically delegated to another officer, committee or otherwise reserved by full Council Proposed A6 Bus Service Quality Partnership Scheme Arrangement (January 2011).

1.0 Introduction

- 1.1 The City Council is committed to maintaining priority services and to continue to support the growth of the City's economy to maximise employment opportunities and the self-reliance of Manchester residents. The Transport Strategy for the City Centre (November 2010), recognises that the demand for travel into the city centre will increase as the economy grows. Unless addressed, the potential increase in traffic congestion will be a significant limiting factor to this economic growth, not to mention its significant impact upon people's health and the environment. So, it is important that the City Council encourages more diverse and sustainable methods of travel to, and within, the city centre.
- 1.2 The A6 is one of the busiest bus routes in Greater Manchester, with nearly 10 million passenger journeys each year. The reliability and customer service provided by the bus operators on this route is therefore of paramount importance to a large number of bus passengers, and is a key factor in reducing the impact that traffic congestion has on economic growth, people's health and the environment.

2.0 Background

2.1 The City Council (MCC) has historically worked closely with Transport for Greater Manchester (TfGM) as the Executive arm of the GMCA for transport issues, and Stockport Metropolitan Borough through the Quality Bus Corridor (QBC) programme to deliver significant improvements to bus facilities along the A6. Building on this previous QBC investment of £6.7 million, it has been proposed that a pilot Quality Partnership Scheme (QPS) be implemented on the A6 Manchester - Stockport - Hazel Grove corridor, the aim of which is to further improve bus services.

3.0 Quality Partnership Scheme (QPS)

- 3.1 A QPS is a statutory scheme under the Transport Act 2000 (as amended by the Local Transport Act 2008) which can be made, if the relevant authorities are satisfied that it will help implement their bus strategies and policies and will improve the quality of local services by bringing benefits to persons using those services, or reduce or limit traffic congestion, noise or air pollution. In this case, the relevant authorities are GMCA (with TfGM as its Executive arm) as the local transport authority and MCC and SMBC as the local highway authorities. In order to make the QPS, the authorities must have complied with the notice and consultation requirements imposed by the Act.
- 3.2 A QPS brings benefits to persons using the local services by improving the quality of the service. This is done with the guaranteed provision of bus infrastructure, matched by investment in service quality. Two of the key benefits of a QPS, identified by the Department for Transport, are:
 - To ensure the delivery of effective bus priority measures
 - To offer some degree of protection of an operator's investment

3.3 The potential local benefits of the QPS are detailed below:

Benefits to passengers:

- Better customer relations, through driver behaviour and more consistently delivered, customer focused standards.
- Stability of services within the Scheme Area and customer commitments to first and last bus.
- Improving security and cleanliness.
- Reduced differential between car and bus journey times and improvements to reliability and punctuality.
- Maintaining improved vehicle standards

Benefits to GMCA,, MCC and SMBC:

- Improving the overall image of bus services and promoting confidence in the bus service.
- Improved passenger satisfaction.
- Making public transport a more attractive choice, potentially leading to modal shift which in turn would lead to reduced or limited growth in congestion.
- Improved air quality.
- Better cooperation between the scheme partners in delivering wider objectives.
- More focused or specific enforcement action through the Traffic Commissioner.

Benefits to operators:

- Protection from traffic congestion and improved competitiveness to the car.
- Public sector commitment to continued provision of bus infrastructure.
- Increasing patronage, and therefore revenue leading to increased visibility of the service.
- Protecting operators who have undertaken to adhere to the standards from other operators operating services to a lesser standard along side.
- 3.4 The proposed QPS has been designed to secure:
 - Continued provision of effective bus priority and traffic management facilities and bus stop infrastructure for the next 10 years that resulted from GMITA and the local authorities' earlier investment under the QBC programme.
 - Continued high standards of local bus services, in particular around the punctuality & reliability of services and vehicle standards.
 - A minimum service frequency and timings for first and last bus services.
- 3.5 Under the proposed QPS, the authorities will undertake to continue to provide, operate and maintain particular facilities on the A6 for the period of the

scheme. The facilities specified in the QPS for Manchester consist of bus stop infrastructure and bus priority measures, most of which were first implemented between five and ten years ago.

- 3.6 The QPS document (attached at Appendix 1) identifies:
 - the scheme area (i.e. the route);
 - the facilities (i.e. bus lane, bus stops, TRO's, etc);
 - the standards of services that will be required to be met; and
 - the criteria that will determine if a particular service is included in the QPS.
- 3.7 The operators of local bus services whose services meet the criteria will have to meet and maintain the defined standards contained in the QPS in relation to reliability, punctuality and vehicle quality. Any sub-standard performance will be reviewed by a Steering Group that will comprise of the affected operators (in this case only Stagecoach will be currently affected), TfGM, MCC and SMBC. Remedial action will be agreed through the Steering Group, through a process detailed in an associated Voluntary Partnership Agreement (see below). Referral to the Traffic Commissioner, who has the power to enforce the QPS will be possible, but will be only used as an action of last resort, since it is the Traffic Commissioner's desire to see such partnership arrangements succeed and reduce the level of intervention required in such matters.

4.0 Voluntary Partnership Agreement (VPA)

- 4.1 To enable the effective management of the implications of the QPS, TfGM (as the Executive arm of GMCA), MCC, SMBC and bus operators would also sign up to a Voluntary Partnership Agreement (VPA). The VPA is a legal agreement which deals with ancillary matters to the QPS, such as arrangements for monitoring the service standards, data sharing, maintenance of the facilities and enforcement of the bus priority measures and traffic management facilities. The proposed A6 VPA includes:
 - A commitment from MCC and SMBC to work towards an agreed regime for bus lane and other TRO enforcement.
 - An established process for on-going partnership dialogue between TfGM, bus operators and MCC and SMBC to realise improved performance for passengers along the A6 corridor.
 - Extra certainty to the arrangements both for how the infrastructure is managed, enforced and maintained and how bus operators will meet the agreed standards
- 4.2 The outline obligations of the Highway Authorities are to:
 - Targeted enforcement of parking contraventions and certain moving traffic offences such as bus lane contraventions.
 - Maintain the facilities to agreed standards Full details of the maintenance standards are given in the VPA document (see Appendix 2). These standards reflect the Councils' current intervention levels in terms of

definitions of safety hazards and the timescales for taking action/repair.

- Improved road work co-ordination including cross-boundary co-ordination through the GMRAPS proposal;
- Information on planned and emergency events through the Road Activities Register (GMRAR) and automated emergency work notifications; and
- Work with operators to identify performance issues and where possible provide bus performance improvements in collaboration with TfGM.

5.0 **Progress to date**

- 5.1 In January 2011, under his constitutional power to discharge any function not specifically delegated to another officer, committee or otherwise reserved by full Council, the Chief Executive:
 - (a) agreed that the proposed Quality Partnership Scheme (QPS) will :
 - i. contribute to the implementation of the policies set out in the Greater Manchester Local Transport Plan (and in particular the bus strategy contained therein);
 - ii. improve the quality of local bus services provided by bringing benefits to persons using those services; and
 - iii. reduce or limit traffic congestion, noise or air pollution;

and hence satisfies the requirements for the making of a scheme under the Transport Act 2000.

- (b) approved that the council enter into an arrangement with the Greater Manchester Integrated Transport Authority (now GMCA) and SMBC for the proposed QPS.
- (c) approved that GMCA (formerly GMITA) act as the lead authority for the issuing of the statutory notice and the undertaking of the consultation for the proposed QPS.
- (d) approved that the Head of Highway Services take all necessary steps to ensure that the proposal is taken forward with a view to ensuring the making of the QPS.
- 5.2 GMCA (formerly GMITA) issued the statutory notice and launched the consultation for the QPS on the 27th January 2011. The consultation concluded on the 23rd March 2011. One admissible objection was received from one of the bus operators. The main grounds for the objection were that:
 - The restriction on making any service changes without TfGM's consent could prevent the operator from responding to changed circumstances in a commercial way.
 - The lack of inclusion of facilities within the city centre meant that the operator could not rely on the continued provision of these facilities. Without these facilities the operator felt that it would be difficult to maintain adherence to the punctuality and reliability standards in the QPS.
 - The 10 year life of the scheme, coupled with the absence of a formal

commitment to a review, and the absence of any restrictions on registrations of new services by third parties, restricted the operators ability to respond to market changes.

- 5.3 TfGM (as the executive arm of GMCA) have led on discussions with the operator to resolve these issues with the bus operator. The QPS has been amended to include a reduced scheme period of five years, inclusion of the city centre portion of the route and the ability for service changes to be undertaken at predefined times and/or initiated by a Steering Group review. As a consequence, the operator has now withdrawn the objection.
- 5.4 Subject to approval of both MCC and SMBC, it is proposed that TfGM will seek approval from the GMCA though the Transport for Greater Manchester Committee (TfGMC) to make the scheme in November 2011, with a potential implementation date of April 2012.

6.0 Conclusion

- 6.1 The proposed QPS builds on the previous investment by the City Council, GMCA (formerly GMITA) and SMBC into bus facilities on the A6 corridor. It will deliver benefits to passengers, bus operators and the authorities promoting the scheme.
- 6.2 The QPS contributes to the community strategy by supporting:
 - the local economy through the reduction of congestion,
 - education, employment and neighbourhoods of choice through maintaining accessibility by reliable and punctual bus services
 - mutual respect by providing better quality buses which will raise the profile of public transport as a quality means of travel.
- 6.3 Following the issuing of the statutory notice for the scheme and consultation, some issues were raised as admissible objections. These have now been resolved and, subject to approval by the City Council and SMBC, TfGM intend to seek approval from the GMCA through the Transport for Greater Manchester Committee (TfGMC) to make the scheme in November 2011, with a potential implementation date of April 2012.

Manchester City Council Executive

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Greater Manchester Combined Authority Manchester-Stockport-Hazel Grove Corridor Quality Partnership Scheme

Pursuant to Sections 114-123 of the Transport Act 2000

Date

QUALITY PARTNERSHIP SCHEME

Date: [Date to be specified]

THIS QUALITY PARTNERSHIP SCHEME FOR THE MANCHESTER-STOCKPORT-HAZEL GROVE CORRIDOR IS MADE IN ACCORDANCE WITH SECTIONS 114 TO 123 OF THE TRANSPORT ACT 2000 BY

- 1. **GREATER MANCHESTER COMBINED AUTHORITY** of Wigan Investment Centre, Waterside Drive, Wigan, WN3 5BA (GMCA).
- 2. MANCHESTER CITY COUNCIL of Town Hall, Albert Square, Manchester, M60 2LA (MCC).
- 3. STOCKPORT METROPOLITAN BOROUGH COUNCIL of Town Hall, Stockport SK1 3QE (SMBC).

1. DEFINITIONS AND INTERPRETATION

| "the Effective Date" "the Facilities" | means [date to be inserted] means the bus stops and bus priority facilities specified in Schedules C and D. The facilities may be modified from time to time, with the prior approval of each Operator (such approval not to be unreasonably withheld), for safety or other operational purposes. "Facility" shall be construed accordingly. |
|--|--|
| "Operator" | means the operator of a Service operating within the Scheme Area. |
| "Schedule" | means a schedule of this 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. |
| "Scheme" | means this Quality Partnership Scheme. |
| "Scheme Area" "Scheme Makers" | has the meaning set out in paragraph 3 of this Scheme. means GMCA, MCC and SMBC. |
| "Standards" | means the standards specified in Schedule E; and "Standard" shall be construed accordingly. |
| "TRO" | means an order under the Road Traffic Regulation Act 1984 or any other enactment regulating the use of roads or other places by public service vehicles. |
| Prescribed Particulars | in relation to any Service means the prescribed particulars for that Service registered with the Traffic Commissioner in accordance with section 6(2)(a) of the Transport Act 1985 and the Regulations. |
| Regulations | means the Public Service Vehicles (Registration of Local Services) Regulations 1986. |

- Words importing the singular include the plural and vice versa and works implying any one gender include all genders;
- Headings and references to headings shall be disregarded in construing this Scheme; and
- A reference to a statute, a statutory instrument, code of practice or statutory guidance is a reference to it as amended, extended, re-enacted or replaced from time to time.
- 2. DATE AND PERIOD OF OPERATION
- 2.1. The Scheme is made on [date to be inserted] and will come into operation on the Effective Date
- 2.2. The Scheme will operate for a period of 5 years from the Effective Date subject to variation or revocation in accordance with Section 120 of the Transport Act 2000.
- 2.3. The Scheme Makers will review the Scheme and consult with the Operators regarding possible variation of the Scheme on the occurrence of any of the following:-
 - (a) The implementation of significant changes to highways infrastructure in the Scheme Area or to transport infrastructure in the vicinity of the Scheme Area.
 - (b) The implementation by the Scheme Makers of significant additional highway and/or traffic management initiatives within the Scheme Area.
 - (c) Significant redevelopment in the vicinity of the Scheme Area which in the opinion of the Scheme Makers may require a change to the Standards and/or Facilities.
 - (d) If the Scheme Makers, following representations from one or more Operators reasonably consider that the level of resource required by one or more of the Operators in order to comply

with the Standards has increased significantly since the later of the Effective Date or the last date on which the Scheme was varied, because of reduced journey speeds due to factors outside the Operator's control.

(e) If the Scheme Makers, following representations from one or more Operators, reasonably consider that, since the later of the Effective Date or the last date on which the Scheme was varied, there has been a change in market conditions which materially affects the ability of any Operator, acting in a competent and efficient manner, to secure an appropriate rate of return from continuing to operate any Service or Services to the Standards.

3. SCHEME AREA

The Scheme Area is a linear corridor along the A6, more particularly delineated on the plan in Schedule A, between Portland Street (Manchester City Centre) and the Macclesfield Road/Rising Sun turnaround in Hazel Grove. The bus station in Stockport is excluded from the Scheme Area.

4. FACILITIES

- 4.1. The Scheme Makers will make the Facilities available from the Effective Date until the Scheme ceases to have effect.
- 4.2. Paragraph 4.1. does not apply in relation to any period during which the Scheme Makers are temporarily unable to fulfil their obligations due to circumstances beyond their control.

5. STANDARDS

- 5.1. The Operators of Services who wish to use the Facilities will undertake to provide such Services in accordance with the Standards from the Effective Date until the Scheme ceases to have effect.
- 5.2. The Scheme shall not restrict any Operator from providing any Services in excess of the Standards.
- 6. CONDITIONS OF USE
- 6.1. An Operator may only use any of the Facilities in the Scheme Area if:
- (a) a written undertaking from the Operator in the template form attached at Schedule F is provided to the Traffic Commissioner in respect of each Service to be provided within the Scheme Area and a copy delivered to each Scheme Maker.
- (b) each Service is provided by the Operator to the relevant Standards in accordance with that undertaking except for any period during which an Operator is temporarily unable to do so owing to circumstances beyond his control.
- 6.2. Any Operator of a Service who fails to comply with paragraph 6.1 above may be subject to action by the Traffic Commissioner in accordance with Section 26 of the Transport Act 1985 and Section 155 of the Transport Act 2000.

7. EXISTING FACILITIES

No objection to the specification in the Scheme of any existing facility (as provided for in the Quality Partnership Scheme (Existing Facilities) Regulations 2001) has been received and not withdrawn

8. VOLUNTARY PARTNERSHIP ARRANGEMENTS

The Scheme Makers have authorised Transport for Greater Manchester of 2 Piccadilly Place, Manchester M1 3BG (TfGM) to monitor the implementation of this Scheme in liaison with the

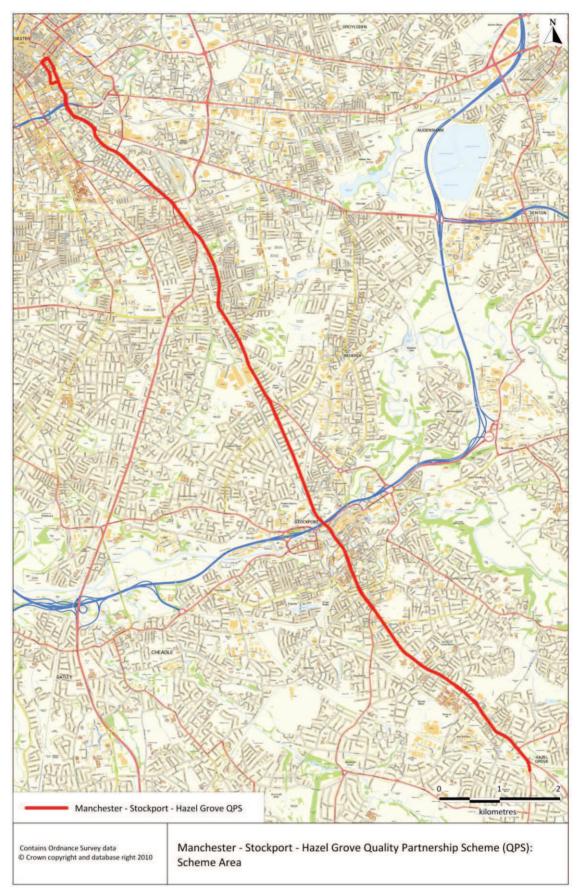
Scheme Makers. TfGM intends to put in place partnership arrangements with Operators of Services for the monitoring and review of the Scheme and of the benefits to passengers accruing through the Scheme.

SCHEDULES

- SCHEDULE A Scheme Area
- SCHEDULE B Services
- SCHEDULE C Bus Stops
- SCHEDULE D Bus Priority Facilities
- SCHEDULE E Service Standards
- SCHEDULE F Operator Template for undertaking to Traffic Commissioner

SCHEDULE A

Scheme Area



SCHEDULE B

<u>Services</u>

A local service, part or all of whose route is within the Scheme Area will be a Service:-

- 1) If it meets all of the following criteria:
 - a) The Prescribed Particulars of the Service provide for the service to stop at 15 or more stopping places (including stopping places in both directions) within the Scheme Area and the aggregate linear distance between all such stopping places is more than 4.1km;
 - b) The service uses at least one of the bus priority lanes listed in Schedule D;
 - c) The average frequency of the service between 7a.m. and 10a.m is at least two buses per hour and/or the average frequency of the service between 10a.m. and 4 p.m. is at least two buses per hour; and
 - d) The route of the service as described in the Prescribed Particulars, runs for at least 15% of its length within the Scheme Area.

and

- 2) is not:
 - a) a local service which operates for the primary purpose of carrying schoolchildren or students between their home and a school or Further Education College at the start or finish of the day or;
 - b) an excursion or tour service that does not serve a local transport function or;
 - c) an Inter-urban or other long distance scheduled service that is not used for local journeys within the scheme area or;
 - d) a flexible service (as defined in the Regulations).

SCHEDULE C

Bus Stops

The bus stops specified in the Scheme are the bus stops shown on the attached Plan. Table C1 describes the components of each specified bus stop.

In this Schedule 'Bus Stop Clearway' means a road marking with associated signing that prevents stopping or waiting at bus stops during prescribed hours, and which is marked and signed to the requirements of the Traffic Signs Regulations and General Directions 2002.

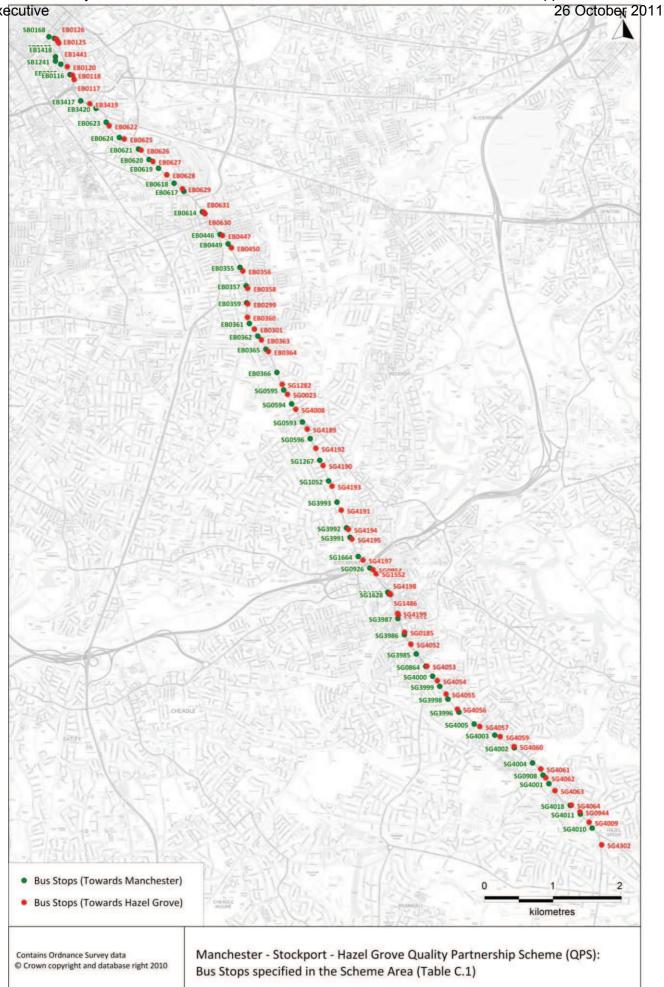
Manchester City Council

Table Executive Stockport - Hazel Grove Quality Partnership Scheme (QPS): Bus Stop Facilities

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| | | | | | | | | | | | | | | s Stop Infrastructu | Ire | | | | | |
|----------------------------|---|---|---|-------------------|-------------------|-------------------|-----------|-------------------|-------------------|---------------------|-------------------|-----------|----------------|---|------------------------|------------|-------------------|-------------------|-------------------|-------------------|
| | | | | | | | | | | | | | Bus | | | | | | | |
| | | | | | | She | lter Pos | sition | | | | | | Road Markings | | | | Kerb H | leight | |
| Stop | | | Direction | e | | | | | | splay | e | | | Cle | arway | | | | | |
| Reference | Stop Name | Main Road | (w.r.t. Corridor) | Stop / Pole | Shelter | _ | | A | eating | Information Display | top Cage | w Line | ow Line | | | La yby | | (>=125 mm) | =160 mm) | 8 |
| | | | | Bus St | Ś | e/ Open | to kerb | of footway | Se | forma | Bus Stop | le Yellow | Dou ble Yellow | Road Markings (Solid Yellow Line - Diagram | Associated Restriction | | AS400 | tion (>= | ards (>=1 | ialist Kerb |
| | | | | | | Centre/ | Back to I | Back o | | Ē | | Single | Dou | 1025, Traffic Sign Manual Chapter 5) | Plate | | From | PSVAR Regulation | Stand | Specia |
| EB0126 | Dissedilly/Mayton Street Stor FO | Piccadilly | Hazel Grove | Voc | Vac | Vec | | | Vac | Ves | Ves | | | Yes | Yes | | 150 | Ysd Yes | S Yes | |
| EB0125 EB1441 | Piccadilly/Newton Street Stop EO Piccadilly/Paton Street Stop EP Piccadilly/Paton Street Stop EQ | Piccadilly Piccadilly | Hazel Grove Hazel Grove | Yes Yes Yes | Yes Yes Yes | Yes Yes Yes | | | Yes Yes Yes | Yes Yes Yes | Yes Yes Yes | | | Yes Yes | Yes Yes | Yes | 150 150 130 | Yes | Tes | |
| | London Road/Fairfield Street Stop A London Road/Travis Street | London Road London Road | Hazel Grove Hazel Grove | Yes Yes | Yes Yes | Yes | Yes | | Yes Yes | Yes Yes | Yes | | Yes | Yes | Yes | | 160 130 | Yes Yes | Yes | Yes |
| EB0117 EB3419 | London Road/Travis Street Ardwick Green South/Ardwick Green Conjugate Data d Angelia Theodore | London Road Ardwick Grn Sth | Hazel Grove Hazel Grove | Yes | Yes | Yes Yes | | Mar. | Yes | Yes | Yes | | Yes | | | | 130 180 | Yes | Yes | Yes |
| EB0622 EB0625 EB0626 | Stockport Road/Apollo Theatre Stockport Road/Ardwick Post Office Stockport Road/Devonshire Street | Stockport Road Stockport Road Stockport Road | Hazel Grove Hazel Grove Hazel Grove | Yes Yes Yes | Yes Yes Yes | Yes Yes | | Yes | Yes Yes Yes | Yes Yes Yes | Yes Yes Yes | | Yes | Yes Yes | Yes | | 140 180 140 | Yes Yes Yes | Yes | Yes |
| EB0627 | Stockport Road/Winterford Avenue Stockport Road/Plymouth Grove West | Stockport Road Stockport Road | Hazel Grove Hazel Grove | Yes | Yes | Yes | | Yes | Yes Yes | Yes Yes | Yes | | | Yes | Yes Yes | | 160 160 | Yes | Yes Yes | |
| EB0629 EB0631 | Stockport Road/Plymouth Grove Stockport Rd/Longsight Shopping Ctr (B) | Stockport Road Stockport Road | Hazel Grove Hazel Grove | Yes Yes | Yes Yes | Yes | | | Yes | Yes | Yes | | | Yes Yes | Yes | | 170 120 | Yes | Yes | Yes |
| | Stockport Rd/Longsight Shopping Ctr (C) Stockport Road/Slade Lane Stockport Road/East Road | Stockport Road Stockport Road | Hazel Grove Hazel Grove | Yes | Yes Yes | Yes | | Yes | Yes Yes | Yes Yes | Yes | | | Yes | Yes | | 160 160 160 | Yes | Yes Yes | Yes |
| EB0356 EB0358 | Stockport Road/East Road Stockport Road/Matthews Lane Stockport Road/Mayfield Road | Stockport Road Stockport Road Stockport Road | Hazel Grove Hazel Grove Hazel Grove | Yes Yes Yes | Yes | | | Yes | Yes | Yes Yes Yes | Yes Yes Yes | | | Yes Yes Yes | Yes Yes Yes | | 160 | Yes Yes Yes | Yes Yes Yes | Yes Yes Yes |
| EB0299 | Stockport Road/Carrill Grove Stockport Road/Albert Road | Stockport Road Stockport Road | Hazel Grove Hazel Grove | Yes | Yes | Yes Yes | | | Yes Yes | Yes | Yes | | | Yes | Yes | | 160 170 | Yes | Yes | Yes |
| EB0363 | Stockport Road/Delamere Road Stockport Road/Crayfield Road | Stockport Road Stockport Road | Hazel Grove Hazel Grove | Yes Yes | Yes | | | Yes | | Yes Yes | Yes Yes | | | Yes Yes | Yes Yes | | 170 180 | Yes Yes | Yes Yes | Yes Yes |
| SG1282 | Stockport Road/Broom Lane Wellington Road North/McVities Wellington Road North/McVities | Stockport Road Wellington Rd N | Hazel Grove Hazel Grove | Yes | Yes | Yes | | Yes | Yes | Yes | Yes | | | Yes | No. | Yes | 180 100 | Yes | Yes | Yes |
| | Wellington Road North/Lloyd Road Wellington Road North/Milwain Drive Wellington Road North/Manchester Road | Wellington Rd N Wellington Rd N Wellington Rd N | Hazel Grove Hazel Grove Hazel Grove | Yes Yes Yes | Yes | Yes | | Yes | Yes Yes | Yes Yes Yes | Yes Yes Yes | | | Yes Yes Yes | Yes Yes Yes | Yes | 160 160 90 | Yes | Yes Yes | Yes |
| SG4192 SG4190 | Wellington Road North/Heaton Moor Rd (D) Wellington Road North/Brackley Road | Wellington Rd N Wellington Rd N | Hazel Grove Hazel Grove | Yes | Yes | Yes Yes | | 105 | Yes | Yes | Yes | | | Yes | Yes | 103 | 200 | Yes Yes | Yes Yes | Yes Yes |
| SG4193 SG4191 | Wellington Road North/Warwick Road Wellington Road North/Heaton Road | Wellington Rd N Wellington Rd N | Hazel Grove Hazel Grove | Yes Yes | Yes Yes | Yes Yes | | | Yes Yes | Yes Yes | Yes Yes | | | Yes Yes | Yes Yes | | 200 200 | Yes Yes | Yes Yes | Yes Yes |
| SG4195 | Wellington Road North/Belmont Bridge Wellington Road North/Belmont Way | Wellington Rd N Wellington Rd N | Hazel Grove Hazel Grove | Yes | Yes | Yes | Yes | | Yes | Yes | Yes | | | Yes Yes | Yes Yes | | 160 160 | Yes | Yes | Yes |
| SG0954 | Wellington Rd North/Wellesley House Wellington Road North/Leyland Street Wellington Rd Sth/Mersey Square (BB) | Wellington Rd N Wellington Rd N Wellington Rd S | Hazel Grove Hazel Grove Hazel Grove | Yes Yes Yes | Yes | Yes | | Yes | Yes Yes | Yes Yes Yes | Yes Yes Yes | | | Yes | Yes | Yes | 160 160 160 | Yes Yes Yes | Yes Yes Yes | Yes Yes Yes |
| SG4198 | Wellington Rd Sth/Grand Central (QQ) Wellington Rd Sth/Grand Central (RR) | Wellington Rd S Wellington Rd S | Hazel Grove Hazel Grove | Yes | Yes | Yes Yes | _ | 105 | Yes | Yes | Yes | | | Yes Yes | Yes Yes | 103 | 200 | Yes | Yes | Yes |
| SG4051 | Wellington Rd Sth/S'port College (YY) Wellington Rd Sth/S'port College (ZZ) | Wellington Rd S Wellington Rd S | Hazel Grove Hazel Grove | Yes Yes | Yes Yes | Yes Yes | | | Yes Yes | Yes Yes | Yes Yes | | | Yes Yes | Yes Yes | | 160 160 | Yes Yes | Yes Yes | Yes Yes |
| SG4052 | Wellington Road South/Brentnall Street Wellington Road South/Longshut Lane Deuter Dead (Deuters (D)) | Wellington Rd S Wellington Rd S | Hazel Grove Hazel Grove | Yes | Yes | Yes | | Yes | Yes | Yes | Yes | | | Yes Yes | Yes Yes | | 200 | Yes | Yes | Yes |
| | Buxton Road/Bramhall Lane (B) Buxton Road/Nangreave Road Buxton Road/Kennerley Road | Wellington Rd S Buxton Road Buxton Road | Hazel Grove Hazel Grove Hazel Grove | Yes Yes Yes | Yes Yes Yes | Yes | | Yes | Yes Yes Yes | Yes Yes Yes | Yes Yes Yes | | | Yes | Yes Yes Yes | | 160 160 160 | Yes Yes Yes | Yes Yes Yes | Yes Yes Yes |
| SG4055 SG4056 SG4057 | Buxton Road/Corbar Road Buxton Road/Woodsmoor Lane | Buxton Road Buxton Road | Hazel Grove Hazel Grove | Yes | Yes | | _ | Yes | Yes | Yes | Yes | | | Yes Yes | Yes | | 160 160 | Yes | Yes | Yes |
| SG4059 SG4060 | Buxton Road/Cherry Tree Lane Buxton Road/Dialstone Lane (Stop B) | Buxton Road Buxton Road | Hazel Grove Hazel Grove | Yes Yes | Yes Yes | Yes Yes | | | Yes Yes | Yes Yes | Yes Yes | | | Yes Yes | Yes Yes | | 160 160 | Yes Yes | Yes Yes | Yes Yes |
| SG4061 SG4062 SG4063 | Buxton Road/Sainsbury's London Road/Brewers Green London Road/Commercial Road | Buxton Road London Road London Road | Hazel Grove Hazel Grove Hazel Grove | Yes | Yes | Yes | Yes | | Yes | Yes | Yes | N | Yes | Yes | Yes | Yes | 160 160 100 | Yes | Yes Yes | Yes |
| SG4064 | London Road/Queens Road London Road/Queens Road London Road/Norbury Post Office | London Road London Road London Road | Hazel Grove Hazel Grove | Yes Yes Yes | Yes | Yes | | | Yes | Yes Yes Yes | Yes Yes | Yes | | Yes Yes | Yes Yes | | 160 200 | Yes Yes | Yes Yes | Yes Yes |
| SG4009 SG4302 | London Road/Torkington Road (Stop A) Macclesfield Road/Rising Sun (Stop D) | London Road Macclesfield Rd | Hazel Grove Hazel Grove | Yes Yes | Yes Yes | | | Yes Yes | Yes | Yes Yes | Yes Yes | | | Yes | Yes | Yes Yes | 160 160 | Yes Yes | Yes Yes | Yes Yes |
| SG4011 | London Road/Norbury Church (Stop B) London Road/Torkington Road | London Road London Road | Manchester Manchester | Yes | Yes | | | Yes | Yes | Yes Yes | Yes | | | Yes Yes | Yes | Yes | 160 200 | Yes | Yes Yes | Yes |
| | London Road/Queens Road London Road/Commercial Road London Road/Brewers Green | London Road London Road London Road | Manchester Manchester Manchester | Yes Yes Yes | Yes | Yes | | Yes | Yes Yes | Yes Yes Yes | Yes | Yes | | Yes | Yes | | 200 200 160 | Yes Yes Yes | Yes Yes Yes | Yes |
| SG4004 | Buxton Road/Sainsbury's Buxton Road/Dialstone Lane (Stop A) | Buxton Road Buxton Road | Manchester Manchester | Yes | Yes Yes | Yes | | Yes | Yes Yes | Yes | Yes | | | Yes | Yes | | 160 220 | Yes | Yes | Yes |
| | Buxton Road/Cherry Tree Lane Buxton Road/Woodsmoor Lane | Buxton Road Buxton Road | Manchester Manchester | Yes Yes | Yes Yes | Yes | | Yes | Yes Yes | Yes Yes | Yes Yes | | | Yes Yes | Yes Yes | | 160 160 | Yes Yes | Yes Yes | Yes Yes |
| SG3998 | Buxton Road/Corbar Road Buxton Road/Kennerley Road Ducton Road/Kennerley Road | Buxton Road Buxton Road | Manchester Manchester | Yes | Yes | | | Yes | Yes | Yes | Yes | | | Yes Yes | Yes Yes | Yes | 160 200 | Yes | Yes | Yes |
| SG3999 SG4000 SG0864 | Buxton Road/Heaviley Post Office Buxton Road/Nangreave Road Buxton Road/Bramhall Lane | Buxton Road Buxton Road Buxton Road | Manchester Manchester Manchester | Yes Yes Yes | Yes Yes Yes | | | Yes Yes Yes | Yes Yes | Yes Yes Yes | Yes Yes Yes | | | Yes Yes | Yes Yes Yes | Yes | 160 200 160 | Yes Yes Yes | Yes Yes Yes | Yes Yes Yes |
| SG3985 | Wellington Rd South/Wellington Grove (A) Wellington Road South/Longshut Lane | Wellington Rd S Wellington Rd S | Manchester Manchester | Yes | Yes | Yes | _ | Yes | Yes | Yes Yes | Yes | | | Yes | Yes Yes | | 160 160 | Yes | Yes | Yes |
| SG1628 | Wellington Rd Sth/S'port College (AC) Wellington Rd Sth/Grand Central (XX) | Wellington Rd S Wellington Rd S | Manchester Manchester | Yes | Yes Yes | Yes Yes | | | Yes Yes | Yes Yes | Yes | | | Yes Yes | Yes | | 160 160 | Yes | Yes Yes | Yes |
| SG0926 | Wellington Rd Sth/Grand Central (WW) Wellington Rd Nth/Mersey Square (AA) Wellington Road/Aspley House | Wellington Rd S Wellington Rd N Wellington Rd N | Manchester Manchester Manchester | Yes Yes Yes | Yes Yes Yes | Yes | | Yes Yes | Yes Yes Yes | Yes Yes Yes | Yes Yes Yes | | | Yes Yes Yes | Yes Yes Yes | | 160 200 160 | Yes Yes Yes | Yes Yes Yes | Yes Yes Yes |
| SG3991 | Wellington Road North/Belmont Way Wellington Road North/Belmont Bridge | Wellington Rd N Wellington Rd N | Manchester Manchester | Yes | Yes | Yes Yes | | 163 | Yes | Yes | Yes | | | Yes Yes | Yes | | 200 | Yes | Yes | Yes |
| SG3993 SG1052 | Wellington Road North/Heaton Road Wellington Road North/Warwick Road | Wellington Rd N Wellington Rd N | Manchester Manchester | Yes Yes | Yes Yes | | | Yes Yes | Yes Yes | Yes Yes | Yes Yes | | | Yes Yes | Yes Yes | | 200 210 | Yes Yes | Yes Yes | Yes Yes |
| SG0596 | Wellington Road North/Brackley Road Wellington Road North/Heaton Moor Rd (A) | Wellington Rd N Wellington Rd N | Manchester Manchester | Yes | Yes | | | Yes | Yes Yes | Yes Yes | Yes | | | Yes Yes | Yes | | 200 250 | Yes | Yes | Yes |
| SG0594 | Wellington Road North/Manchester Road Wellington Road North/Milwain Drive Wellington Road North/McVities | Wellington Rd N Wellington Rd N Wellington Rd N | Manchester Manchester Manchester | Yes Yes Yes | Yes Yes Yes | | | Yes Yes Yes | Yes Yes Yes | Yes Yes Yes | Yes Yes Yes | | | Yes Yes Yes | Yes Yes | | 210 210 210 | Yes Yes Yes | Yes Yes Yes | Yes Yes Yes |
| EB0366 | Stockport Rd/Lloyd Road Stockport Road/Broom Lane | Stockport Road Stockport Road | Manchester Manchester | Yes | Yes | | Yes | 105 | | Yes | Yes | Yes | | Yes | Yes | Yes | 210 210 | Yes | Yes | Yes |
| | Stockport Road/Crayfield Road Stockport Road/Albert Road | Stockport Road Stockport Road | Manchester Manchester | Yes Yes | Yes Yes | Yes Yes | | | Yes Yes | Yes Yes | Yes Yes | | | Yes Yes | Yes Yes | Yes Yes | 210 210 | Yes Yes | Yes Yes | Yes Yes |
| EB0357 | Stockport Road/Carrill Grove Stockport Road/Woodfold Avenue Stockport Road/Matthews Lane | Stockport Road Stockport Road Stockport Road | Manchester Manchester Manchester | Yes Yes | Yes | Yes | Yes | | Yes | Yes Yes | Yes Yes Yes | | | Yes Yes Yes | Yes Yes | | 160 160 160 | Yes Yes Yes | Yes Yes | Yes Yes Yes |
| EB0449 | Stockport Road/Matthews Lane Stockport Road/East Road Stockport Road/Slade Lane | Stockport Road Stockport Road Stockport Road | Manchester Manchester Manchester | Yes Yes Yes | | Yes | = | | Yes | Yes Yes Yes | Yes | | | Yes | Yes Yes | | 160 160 160 | Yes Yes Yes | Yes Yes Yes | Yes Yes Yes |
| EB0614 EB0617 | Stockport Road/State Bile Stockport Rd/Longsight Health Centre (A) Stockport Road/Plymouth Grove | Stockport Road Stockport Road | Manchester Manchester | Yes | Yes Yes | | | Yes | Yes Yes | Yes | Yes Yes | | | Yes Yes | | | 210 | Yes | Yes | Yes |
| EB0618 EB0619 | Stockport Road/Longsight Police Stn Stockport Road/Plymouth Grove West | Stockport Road Stockport Road | Manchester Manchester | Yes Yes | Yes Yes | Yes | | Yes | Yes Yes | Yes Yes | Yes Yes | | | Yes Yes | Yes | | 180 180 | Yes Yes | Yes Yes | <u> </u> |
| EB0621 | Stockport Road/Winterford Avenue Stockport Road/Devonshire Street Contemport Road/Devonshire Street | Stockport Road Stockport Road | Manchester Manchester | Yes Yes | Yes Yes | | [| Yes Yes | Yes | Yes Yes | Yes Yes | | | Yes Yes | Yes | | 150 210 | Yes | Yes | Yes |
| EB0623 | Stockport Road/Cavanagh Close Stockport Road/Apollo Theatre Ardwick Green South/Ardwick Green | Stockport Road Stockport Road Ardwick Grn Sth | Manchester Manchester Manchester | Yes Yes Yes | Yes Yes Yes | Yes Yes | | Yes | Yes Yes Yes | Yes Yes Yes | Yes Yes Yes | | Yes | | Yes | | 210 200 240 | Yes Yes Yes | Yes Yes Yes | Yes Yes Yes |
| EB3417 | Downing Street/Grosvenor Street London Road/Travis Street | Downing Street London Road | Manchester Manchester | Yes | Yes | | _ | Yes | Yes | Yes | Yes | | | No Yes | Yes Yes | Yes | 150 160 | Yes | Yes | Yes |
| | | Whitworth Street | Manchester | Yes | No | | | | | Yes | Yes | | | Yes | Yes | | 160 | Yes | Yes | Yes |
| EB0255 SB1241 | Whitworth Street/Minshull Street South (Stop B) Aytoun Street/Minshull Street Aytoun Street/Minshull Street | Aytoun Street Aytoun Street | Manchester Manchester | Yes Yes | No No | | | | | Yes Yes | Yes | | | Yes Yes | Yes Yes | | 160 150 | Yes Yes | Yes | Yes Yes |

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SCHEDULE D

Bus Priority Facilities

1. Table D1 sets out those areas where a lane of the carriageway will be reserved for buses, hackney carriages and cycles between the hours shown in the Table.

2. The Scheme Makers will continue to provide a bus gate at the bus turnaround on Macclesfield Road, which allows increased priority to buses leaving the turnaround, allowing them to progress along the A523 Macclesfield Road onto the A6 northbound, whilst general traffic is held back at the turnaround and A6 Buxton Road (Rising Sun) traffic signals.

| Exect | hester City f. D. I tive chester - S | | zel Grove (| Quality Partnership Scheme (QPS): Bu | | 26 Octo | es - Item ober 201 | |
|-------|---|---|------------------------|---|--------------------|-------------------------------------|-------------------------------|----------------------------|
| | | | | | | Perio | d of Opera | ition |
| ID | Location | Between | Direction | Description | Length (Metres) | AM Peak (07:00 - 10:00) | PM Peak (16:00 - 19:00) | At Any Time (24h) |
| OB1 | Ardwick Green South | Manor Street / Union Street | Towards Hazel Grove | North side form a point 20 meters East of the South Eastern kerbline from Ardwick Green North in a South Easterly direction to a point 98 meters North West of the North Western kerbline of Higher Ardwick | 288 | ~ | ~ | |
| OB2 | Stockport Road | Aked Close / Linnet Close | Towards Hazel Grove | Stockport Road, the north east side from a point 118 metres south east of the south eastern kerb line of Devonshire Street in a south easterly direction to a point 99 metres north west of the north western kerb line of Linnet Close | 832 | \checkmark | V | |
| OB3 | Stockport Road | Crowcroft Park/ Matthews Lane | Towards Hazel Grove | East side from a point 312 meters South of the Southern kerbline of East Road in a Southerly direction to a point 49 meters South of the Southern kerbline of Longden Road. | 232 | | \checkmark | |
| OB4 | Wellington Road North | Howards Avenue / School Lane | Towards Hazel Grove | Those lengths of Wellington Road North, between Howards Avenue and School Lane, broken only by a gap opposite the junction of that road with another road or an access way, by a crossing for foot passengers marked on the road in accordance with the Regulations made under Section 25 of the Road Traffic Regulations Act 1984, or by a street refuges. | 324 | ~ | ~ | |
| OB5 | Wellington Road North | Brook Street / Denby Lane | Towards Hazel Grove | Those lengths of Wellington Road North, between Brook Street and Denby Lane, broken only by a gap opposite the junction of that road with another road or an access way, by a crossing for foot passengers marked on the road in accordance with the Regulations made under Section 25 of the Road Traffic Regulations Act 1984, or by a street refuges. | 370 | V | V | |
| OB6 | Wellington Road North | Sparthfield Rd / Cotswold Rd | Towards Hazel Grove | Those lengths of Wellington Road North, between Sparthfield Road and Cotswold Road, broken only by a gap opposite the junction of that road with another road or an access way, by a crossing for foot passengers marked on the road in accordance with the Regulations made under Section 25 of the Road Traffic Regulations Act 1984, or by a street refuges. | 256 | ~ | V | |
| OB7 | Wellington Road North | Princess Street / Parsonage Street | Towards Hazel Grove | Those lengths of Wellington Road North, between Princess Street and Parsonage Street, broken only by a gap opposite the junction of that road with another road or an access way, by a crossing for foot passengers marked on the road in accordance with the Regulations made under Section 25 of the Road Traffic Regulations Act 1984, or by a street refuges. | 290 | ~ | V | |
| IB1 | Wellington Road South | Longshut Lane West / Greek Street | Towards Manchester | Those lengths of Wellington Road South, between Longshut Lane West and Greek Street, broken only by gaps opposite the junction of Wellington Road South with another road or access way, by crossings for foot passengers marked on the road in accordance with the Regulations made under Section 25 of the Road Traffic Regulations Act 1984, and by street refuges. | 303 | ~ | ~ | |
| IB2 | Wellington Road North | Heaton Lane / Belmont Way | Towards Manchester | Those lengths of Wellington Road North, between Heaton Lane and Belmont Way, broken only by gaps opposite the junction of Wellington Road North with another road or access way, by crossings for foot passengers marked on the road in accordance with the Regulations made under Section 25 of the Road Traffic Regulations Act 1984, and by street refuges. | 557 | ~ | V | |
| IB3 | Wellington Road North | Stitch Lane / Heathcote Avenue | Towards Manchester | Those lengths of Wellington Road North, between Stitch Lane and Heathcote Avenue, broken only by a gap opposite the junction of that road with another road or an access way, by a crossing for foot passengers marked on the road in accordance with the Regulations made under Section 25 of the Road Traffic Regulations Act 1984, or by a street refuge. | 328 | V | V | |
| IB4 | Wellington Road North | School Lane / Whitefield | Towards Manchester | Those lengths of Wellington Road North, between School Lane and Whitefield, broken only by a gap opposite the junction of that road with another road or an access way, by a crossing for foot passengers | 787 | \checkmark | \checkmark | |

| Mancl Execl | nester City itive | Council | | marked on the road in accordance with the Regulations made under Section 25 of the Road Traffic Regulations Act 1984, or by a street refuge. | Ар | | s - Item ber 201 | |
|----------------|-----------------------------|---|-----------------------|---|-----|---|---------------------|--------------|
| IB5 | Wellington Road North | School Lane / Ellesmere Road North | Towards Manchester | Those lengths of Wellington Road North, between School Lane and Ellesmere Road North, broken only by a gap opposite the junction of that road with another road or an access way, by a crossing for foot passengers marked on the road in accordance with the Regulations made under Section 25 of the Road Traffic Regulations Act 1984, or by a street refuge. | 298 | ~ | ~ | |
| IB6 | Wellington Road North | Buckingham Road / Crossley Road | Towards Manchester | Those lengths of Wellington Road North, between Buckingham Road and Crossley Road, broken only by a gap opposite the junction of that road with another road or an access way, by a crossing for foot passengers marked on the road in accordance with the Regulations made under Section 25 of the Road Traffic Regulations Act 1984, or by a street refuge. | 569 | ~ | ~ | |
| IB7 | Stockport Road | Swallow Street / Crowcroft | Towards Manchester | West side from a point 5 meters north of the northern kerb line of Swallow St in a northerly direction to a point 66 meters south of the southern kerbline of Slade Hall Rd | 173 | ~ | | |
| IB8 | London Road | Mancunian Way / Altrincham Street | Towards Manchester | The south west side of London Road from a point 60 metres south east of its junction with Altrincham Street in a north westerly direction to a point 15 metres south east of its junction with Altrincham Street and with a width throughout of 3 metres. | 45 | | | \checkmark |
| IB9 | London Road | Fairfield Street / Whitworth Street | Towards Manchester | The south west side of London Road from a point 55 metres north west of its junction with Fairfield Street in a north westerly direction to its junction with Whitworth Street and with a width throughout of 3 metres. | 35 | | | V |
| IB10 | Whitworth Street | London Road / Minshull Street South | Towards Manchester | The south east side of Whitworth Street from its junction with London Road in a south westerly direction for a distance of 65 metres and with a width throughout of 3 metres. | 65 | | | \checkmark |
| IB11 | Aytoun Street | Whitworth Street / Auburn Street | Towards Manchester | The west side of Aytoun Street from a point 60 metres south of its junction with Minshull Street in a northerly direction to its junction with Auburn Street and with a width throughout of 3 metres. | 144 | | | \checkmark |
| IB12 | Aytoun Street | Chatham Street / Portland Street | Towards Manchester | South west side of Aytoun Street from a point opposite a point 3 metres south east of the south eastern kerbline of Chatham Street in a north westerly direction to a point 11 metres south east of the south eastern kerbline of Portland Street bounded on the south west side by the south western kerbline of Aytoun Street and on the north east side by a road marking complying with Diagram 1049 in Schedule 6 to the Traffic Signs Regulations and General Directions 2002. | 90 | | | ~ |
| IB13 | Portland Street | Parker Street and Piccadilly | Towards Manchester | North west side of Portland Street from a point 53 metres north east of the north eastern kerbline of the north east carriageway of Parker Street in a north easterly direction to a point 68 metres north east of the north eastern kerbline of the north east carriageway of Parker Street bounded on the north west side by the north western kerbline of Portland Street and on the south east side by a road marking complying with Diagram 1049 in schedule 6 to the traffic Signs regulations and General Directions 2002. | 15 | | | V |

SCHEDULE E

Service Standards

1. Definitions

In this Schedule:-

CCTV means closed circuit TV camera equipment (recording to evidential quality to enable prosecution) for the purpose of TRO enforcement, detection, deterrence and/or prevention of crime or antisocial behaviour.

Registered Journeys means the total number of journeys, (calculated by reference to the Prescribed Particulars for that service) which should be operated by a particular Service.

High Frequency Service means a service where the Prescribed Particulars state that the service interval is ten minutes or less.

Starting Point means the starting points of the Service registered as part of the Prescribed Particulars.

Accepted Time Bracket means in relation to the arrival/departure of a Service at any Starting Point or Timing Point no more than one minute before or no more than five minutes and 59 seconds after the time shown for such arrival or departure in the Prescribed Particulars.

Timing Point means in relation to any Service the principal points on the route referred to in paragraph 3(b) of Part 2 of the Schedule to the Regulations of the Transport Act 2000.

Peak Hours means 08.00 - 09.00 and 17.00 – 18.00 hours

Published Service Headway means the gaps between services as shown in the current published timetable for that Service.

The Uniform Standard means a uniform which displays Operator identification and consists as a minimum of a collared shirt/blouse, trousers/skirt (not jeans) and appropriate outerwear.

2. Standards of Service (Reliability and Punctuality)

- 2.1. In respect of each Service 98% of Registered Journeys for that Service, measured over any 3 month rolling period, shall operate.
- 2.2. For High Frequency Services 97% of all gaps between services at any stopping point, measured over any 3 month rolling period, shall not exceed either twice the Published Service Headway or 10 minutes whichever is greater.
- 2.3. For all Services other than High Frequency Services
 - at least 95% of departures from a Starting Point shall be within the Accepted Time Bracket.
 - At least 80% of arrivals and departures at/from Timing Points shall be within the Accepted Time Bracket.

in both cases measured over any three month rolling period

3 **Routes Frequency and Timings**

- 3.1. In this Schedule Routes 1 to 3 means the routes described as such in Table E.2.
- 3.2. The Services operated within the Scheme Area shall include as a minimum Services whose Prescribed Particulars include as a route description each of the Routes 1 to 3 (inclusive).
- 3.3. Each of Routes 1 to 3 shall operate to the timings and minimum frequencies set out in Table E.3.

4. Vehicle Standards

- 4.1. No vehicle operating on a Service shall be more than ten years old
- 4.2. This paragraph 4.2. specifies the Euro emissions standards to be met by vehicles operating on a Service from specified dates. The applicable standard varies according to the proportion of the registered route for a Service which is included within the Scheme Area. The table below sets out the dates by which vehicles operating on a Service must meet the relevant Euro emissions standard.

| % of registered route within Scheme Area | Designated Level | Date by which all vehicles operating on a Service must meet the EURO 2 emissions standard | Date by which all vehicles operating on a Service must meet the EURO 3 emissions standard | Date by which all vehicles operating on a Service must meet the EURO 4 emissions standard | Date by which all vehicles operating on a Service must meet the EURO 5 emissions standard |
|---|---------------------|--|--|--|--|
| 0% - 15% | | 1 | Not within QPS Crit | teria | |
| 15% - 30% | Level 4 | 1 st June 2011 | 1 st January 2012 | 1 st January 2016 | - |
| 30% - 60% | Level 3 | - | 1 st June 2011 | 1 st January 2015 | 1 st January 2017 |
| 60% - 80% | Level 2 | - | 1 st June 2011 | 1 st January 2012 | 1 st January 2015 |
| 80% - 100% | Level 1 | - | - | 1 st June 2011 | 1 st January 2014 |

5. General

- 5.1. At least 99% of vehicles operating on any Service shall display the correct destination and route information on the outside of the bus, measured over any 3 month rolling period.
- 5.2. At least 90% of vehicles operating on a Service shall be fitted with CCTV. The Operator shall operate the CCTV system at all times when the bus is in passenger service and shall comply with the CCTV Code of Practice issued by the Information Commissioner.
- 5.3. All Drivers shall wear a uniform which complies with the Uniform Standard.
- 5.4. All Drivers will comply with all relevant and appropriate legislation, and regulations relating to holding a vocational PCV licence.

Table E.2

Manchester-Stockport-Hazel Grove Quality Partnership Scheme (QPS): Specific Service Standards - Part 2

| Service Description | Route Description |
|-------------------------------------|--|
| Route 1 (Currently Service 191) | Stockport, Mersey Square - Mcvities - Longsight, Slade Lane - Plymouth Grove, Brixham Walk - University, Phoenix - Manchester, Albert Square |
| Route 2 (Currently Service 192) | Hazel Grove, Rising Sun - Stepping Hill, Dialstone Lane - Heaviley, Nangreave Road - Stockport, Mersey Square - Stockport, Mersey Square - Levenshulme, Lloyd Road - Longsight, Slade Lane - Ardwick Green, Apollo - Manchester, Piccadilly Gardens |
| Route 3 (Currently Service 192M) | Stepping Hill Hospital - Stepping Hill, Dialstone Lane - Heaviley, Nangreave Road - Stockport, Mersey Square - Stockport, Mersey Square - Levenshulme, Lloyd Road - Longsight, Slade Lane - Ardwick Green, Apollo - Manchester, Piccadilly Gardens |

Manchester City Council Executive

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| Table E.3 Manchester-Stockport-Hazel Grove Quality Partnership Scheme (QPS): Specific Service | Janch | ester-S | tockpo | rt- | Hai | zel | Gr | 0 | e Qua | lity Par | tne | rsh | din | Scher | ne (QP | S): | Sp | ecific S | ervice | | | |
|---|--|--|---|--------------|-------------------|-------------|-------------|---------------|-------------------------------------|-------------------------------------|--------------|---------------|------------------|--|--|--------------|---------------|--|--|--------------|---------------|-------------|
| | | | Monday - Friday | - Fric | day | | | | | Saturday | | | | | Sunday | | | | Bank Holidays | lays | | |
| | | | | Min | Minimum Frequency | רפס Freq | uenc | > | | | Min | Minimum | _ | | | Min | Minimum | | | 2 | Minimum | m |
| Route Description | Between | First Bus (No later than) | Last Bus (No earlier than) | Before 07:00 | 00:01 - 00:70 | 00:91-00:01 | 00:8T-00:9T | After 18:00 | First Bus (No later than) | Last Bus (No earlier than) | Before 08:00 | 00:81 - 00:80 | After 18:00 | First Bus (No later than) | Last Bus (No earlier than) | Before 10:00 | 10:00 - 18:00 | After 18:00 (No later than) | s Last Bus r (No earlier than) | Before 10:00 | 10:00 - 18:00 | After 18:00 |
| | | | | | | | | | | | | | | | | | | | | | | |
| Route 1 | Stockport - Manchester | 06:50 Stockport Mersey Square | 06:50 17:00 Stockport Stockport Mersey Square | 1 | с | 1 | e | , | 1 | , | ı | ı | , | ı | 1 | , | 1 | | | I | ı | ı |
| (currently service 191) | Manchester - Stockport | 16:15 Manchester, Albert Square | 18:00 Manchester, Al bert Square | ı | 1 | 1 | e | 1 | ı | , | ı | ı | | I | 1 | 1 | ı | | 1 | I | ı | T |
| | | | | | | | | | | | | | | | | | | | | | | |
| Route 2 | Hazel Grove - Manchester | 05:10 Hazel Grove, Rising Sun | 23:15 Hazel Grove, Rising Sun | 9 | 9 | 9 | 9 | 6 H. Ri | 06:10 Hazel Grove, Rising Sun | 23:30 Hazel Grove, Rising Sun | 9 | 9 | 6 Ha Ri | 07:00 Hazel Grove, I Rising Sun | 23:30 Hazel Grove, Rising Sun | 9 | 9 | 07:00 6 Hazel Grove, Rising Sun | 23:30 , Hazel Grove, Rising Sun | 9 | 9 | Q |
| (currently service 192) | Manchester - Hazel Grove | 05:10 Manchester, Piccadilly Gardens | 23:30 Manchester, Piccadilly Gardens | 9 | Q | 9 | 9 | 6 Pi Pi | 06:10 Manchester Piccadilly | 23:30 Hazel Grove, Rising Sun | 9 | 9 | 6 M 07 | 07:00 Manchester Piccadilly Gardens | 23:30 Manchester Piccadilly Gardens | 9 | 9 | 6 07:00 Manchester Piccadilly Gardens | 23:30 Manchester Piccadilly Gardens | 9 | Q | و |
| | | | | ŀ | ŀ | ł | ŀ | ╞ | | | f | ŀ | ŀ | | | | | - | - | | | |
| Route 3 | Stepping Hill - 07:05 Manchester Steppi | ng Hill | 21:00 Stepping Hill | ı | Q | 9 | 9 | 6 St | 08:30 Stepping Hill | 20:10 Stepping Hill | | Q | 6 0 <u>5</u> | 09:40 Stepping Hill | 18:30 Stepping Hill | n | 9 | 4 09:40 Stepping Hill | 18:30 Stepping Hill | m | 9 | 4 |
| (currently service 192M) | Manchester - Stepping Hill | 06:20 Manchester, Picca dilly Gardens | 20:15 Manchester, Piccadilly Gardens | 1 | 9 | Q | 9 | 5 ¥ 00 | 08:00 Manchester Piccadilly | 18:30 Manchester Piccadilly | 5 | 9 | 6 6 6 6 | 09:10 Manchester I Piccadilly I Gardens | 17:45 Manchester Piccadilly Gardens | 9 | 9 | 09:10 Manchester Piccadilly Gardens | 17:45 Manchester Piccadilly Gardens | 9 | 9 | ' |

SCHEDULE F

Operator Template for undertaking to Traffic Commissioner

Manchester-Stockport-Hazel Grove Corridor Quality Partnership Scheme

Pursuant to Sections 114-123 of the Transport Act 2000

TO:

Traffic Commissioner for the North West Traffic Area

Suite 4 4 Stone Cross Place Stone Cross Lane Golborne Warrington WA3 2SH

FROM: [Name and address of Operator]

[Name of Operator] hereby undertakes that, when using the Facilities on any date he will provide the Services to the standards specified in the Scheme as it has effect in relation to that date. All terms used in this undertaking have the same meaning as those set out in the Manchester-Stockport-Hazel Grove corridor Quality Partnership Scheme as made on [insert date]

SIGNED

[Insert name of Director of Operator Company]

[Title]

[Operator Company name]

DATE:

Appendix 2 – Draft VPA Document

Manchester City Council Executive

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

Document Control

| Revision | Status | Comment | Date of Issue |
|----------|--------|---|---------------|
| 1 | Draft | District Review | October 2010 |
| 2 | Draft | Operator Review | October 2010 |
| 3 | Draft | Operator and Highway Authority Feedback | March 2011 |
| 4 | Draft | Amendments following Operator / District Feedback | July 2011 - |
| | | | Internal |
| 5 | Draft | Amendments following Operator / District Feedback | July 2011 - |
| | | | Internal |
| 6 | Draft | Amendments following Operator / District Feedback | August 2011 |

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").

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

(b) 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 TfGM 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 TfGM, 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 reenactment 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; and
- 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. 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

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.

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
 - 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. Freedom of Information Act 2000

- 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 local services in the Scheme Area shall be deemed to have automatically withdrawn from this Agreement with effect from the date on which the Operator ceases to run said 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 services 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, nor 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 as a deed the day and year first above-written | I the Oper | rators have executed this Agreement |
|---|-------------|--|
| Executed as a deed by the affixing of the COMMON SEAL of TRANPORT 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

| Service Standard | Scheme Reference | Monitoring Body | Red | Amber | Green |
|--|---------------------|--------------------|--|--|--|
| Scheme Standards as define | heme | | | | |
| Reliability of Journeys | Schedule E (2.1) | TfGM | < 95% | ≥95%, <98% | ≥ 98% |
| Punctuality of Departures from Starting Point of Journey (Other than High Frequency) | Schedule E (2.3) | TfGM | < 80% | ≥80%, <95% | ≥ 95 % |
| Engine Standards Euro III and <10 years old by date | | TfGM | <85% | ≥85%, <95% | ≥95% |
| Engine Standards Euro IV and <10 years old by date | Schedule E (5.2) | TfGM | <85% | ≥85%, <95% | ≥95% |
| Engine Standards Euro V and <10 years old by date | | TfGM | <85% | ≥85%, <95% | ≥95% |
| Destination Information | Schedule E (6.1) | TfGM | <90% displaying correct information | ≥90%, <99% displaying correct information | ≥ 99% displaying correct information |
| CCTV / Security Monitoring by CCTV | Schedule E (6.2) | Operator | <80% of services with CCTV | ≥80%, <90% of services with CCTV | ≥ 90% of services with CCTV |
| Uniforms | Schedule E (6.4) | Operator | <90% of drivers in uniform | ≥90%, <100% of drivers in uniform | 100% of drivers in uniform |

2. Highway Authority Performance Measures

| Monitoring Body(s) | Red | Amber | Green | |
|--|---|--|--|--|
| Operator / Highway Authorities | No enforcement | | Actively enforcing at defined locations and reporting number of notices issued to the Steering Group | |
| Operator / Highway Authorities / TfGM | No evidence of pursuing or resolving reported issues Evidence of investigating the report issue, but yet to identify an appropriate solution | | Evidence of investigating the report issue, and identify and delivering, where appropriate, a suitable outcome. | |
| TfGM / Highway Authorities | KPI to be confirmed following the making of the GMRAPS Scheme | | | |
| Highway Authorities | Mitigation not proposed for all works | | Mitigation proposed for <u>ALL</u> highways works | |
| Highway Authorities | Health and Safety Hazards <u>not</u> made safe within five working days Health and Safety Hazards made safe within five working days, but no permanent repair within six weeks | | Health and Safety Hazards made safe within five working days and a permanent repair within six weeks | |
| TfGM / Highway Authorities | To be confirmed following the making of the GMRAPS scheme | | | |
| Highway Authorities | No evidence of visual safety inspections being undertaken (every three months) Evidence of visual safety inspections, but no action taken to rectify identified issues (every three months) | | Evidence of visual safety inspections and action being undertaken to rectified identified issues (every three months) | |
| | Body(s) Operator / Highway Authorities Operator / Highway Authorities / TfGM TfGM / Highway Authorities Highway Authorities TfGM / Highway Authorities | Body(s)HedOperator / Highway AuthoritiesNo enforcement taking placeOperator / Highway Authorities / TfGMNo evidence of pursuing or resolving reported issuesTfGM / Highway AuthoritiesKPI to be confirmHighway AuthoritiesMitigation not proposedHighway AuthoritiesHealth and Safety Hazards <u>not</u> made safe within five working daysTfGM / Highway AuthoritiesNo evidence of proposedHighway AuthoritiesNo econfirmed follHighway AuthoritiesNo evidence of visual safety inspections being undertaken (every | Body(s)RedAmberOperator / Highway AuthoritiesNo enforcement taking place-Operator / Highway Authorities / TfGMNo evidence of pursuing or resolving reported issuesEvidence of investigating the report issue, but yet to identify an appropriate solutionTfGM / Highway AuthoritiesKPI to be confirmed following the making SchemeHighway AuthoritiesMitigation not proposedMitigation not proposed for all worksHighway AuthoritiesHealth and Safety Hazards not modeHealth and Safety Hazards not made safe within five working daysTfGM / Highway AuthoritiesTo be confirmed following the making of th vorking daysTifGM / Highway AuthoritiesNo evidence of visual safety inspections being undertaken (every three months)Evidence of visual safety inspections, but no action taken or cetify identified issues (every three | |

3. TfGM Performance Measures

| Performance Measures | | Monitoring Body(s) | Red | Amber | Green |
|-----------------------|---|-----------------------|------------------------|---|--|
| Signals | Traffic signals reviewed annually | TfGM | No evidence of reviews | Evidence provided to the Steering Group; no action taken | Evidence provided to the Steering Group; remedial action taken where appropriate |
| | All reported incidents will be made safe or repaired within 48hrs | TfGM | < 95% | ≥95%, <99% | ≥ 99% |
| Shelters | Internal and external elements of shelters cleaned fortnightly (roofs, rainwater goods, signs of vegetation cleared (treated where necessary) | ofs, TfGM < 95% | | ≥95%, <99% | ≥ 99% |
| | Racial/offensive graffiti removed within 24 hours | TfGM | < 95% | ≥95%, <99% | ≥ 99% |
| | Non racial/offensive graffiti removed on the fortnightly clean | TfGM | < 95% | ≥95%, <99% | ≥ 99% |
| lation | Bus stop timetable information to be updated within 48 hours of the change | | | ≥95%, <100% | 100% |
| Timetable information | 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 | TfGM | < 95% | ≥95%, <100% | 100% |

Table 1.B - Corridor Performance Measures

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

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

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

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 TfGM
 - 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).