

Wilts & Dorset

TERMS AND CONDITIONS RELATING TO THE USE OF POOLE BUS STATION

Terms and conditions to be observed by ALL bus operators:

1. All operators must use the stands allocated to them by Wilts & Dorset in accordance with these terms and conditions. Wilts & Dorset reserves the right to review stand allocations at any time and, where appropriate, will notify to the operators of any changes (subject to a one month consultation period) made to these terms and conditions of use in accordance with the provisions of the Access to Bus Stations Order and these terms and conditions.
2. These terms and conditions of use shall apply to all bus operators (including Wilts & Dorset) on a fair and reasonable basis without unduly discriminating between one bus operator and another bus operator (including Wilts & Dorset). Any exclusion of an operator will be by reference to the provisions set out in these terms and conditions (including but not limited to those situations arising pursuant to paragraph 38 (payment of charges) below).
3. Buses must proceed as follows:
 - (a) All buses when entering the bus station must proceed with caution directly to the stand allocated to them by Wilts & Dorset. In the event that such stand is unavailable, the bus must proceed to the set down stand for passengers to alight.
 - (b) Subject to paragraph 3(c) below, buses must vacate the set down stand without delay once passengers have alighted, having first ensured that it is safe to do so.
 - (c) If the next scheduled departure of the bus from the allocated stand is within 5 minutes of its arrival, then it may take layover time on the stand if this is available but only with the prior permission of an authorised representative of Wilts & Dorset.
 - (d) If the bus arrives prior to the said 5 minutes at the allocated stand, the bus must proceed immediately

- to the layover areas and not wait time at its allocated departure stand(s).
- (e) If the allocated stand and set down stand are occupied, buses must set down at any vacant stand, allow passengers to alight safely and then proceed immediately to the layover areas.
 - (f) When the allocated stand becomes available, and the bus is the next scheduled departure, drivers should proceed to the allocated stand to allow passengers to board upon direction by a Wilts & Dorset representative.
 - (g) Double parking is NOT permitted. The blocking of any stand is not permitted. Drivers must not cause obstruction to the passage of other vehicles, or obstruct marked pedestrian routes.

* There are currently (as of November 2013) no layover bays and hence clauses 3b to 3f relating to layover bays are not applicable. These clauses will only come into effect should layover bays be made available.

- 4. THERE IS A MAXIMUM PERMITTED SPEED OF 10 MPH (17 KPH) IN THE BUS STATION.
- 5. Drivers must stop at the allocated departure stand whether signalled to do so or not by passengers.
- 6. Drivers must only allow passengers **to alight** their buses at the kerb at designated stands or set down stands.
- 7. Drivers must only allow passengers **to board** at the designated stands and not at the set down stand.
- 8. Under **no** circumstances should passengers be allowed to board or alight in the roadway or layover bays.
- 9. Drivers must commence loading passengers in time to allow for a prompt departure at the scheduled time.
- 10. Drivers must position their bus in such a manner that lifts, ramps and kneeling mechanisms can be safely deployed.
- 11. All drivers must proceed with the utmost caution whilst in, arriving in and leaving from the bus station bearing in mind particularly the safety of pedestrian, passenger and other users of the bus station.

12. Drivers must switch off engines at all times when the bus is parked for more than 2 minutes anywhere within the bus station.
13. Priority must be given to reversing buses on drive on / reverse off stands. Reversing vehicles must use reversing lights and, if fitted, warning aids. Where these are not fitted, the driver must sound their horn to indicate their intention to reverse and should only do so once the driver is certain that there is no issue of safety, whether to vehicles or to passengers or other users of the bus station.
14. Instructions given by banksmen or authorised personnel must be followed at all times.
15. Buses on lay-over * must park within the designated layover areas and shall not exceed 15 minutes in this area except with prior agreement from an authorised representative of Wilts & Dorset. If all layover bays are full, the next bus must leave that bus station, and then return for the scheduled departure time.

* There are currently (as of October 2013) no layover bays and hence the clauses relating to layover bays are not applicable. These clauses will only come into effect should layover bays be made available.

16. Vehicle change-overs:
 - a. on terminating services (i.e. no passengers on board) must be made in the layover area *: or
 - b. on through services (i.e. passengers on board) may be made on the allocated stand but should be accomplished promptly,

in each case, so as not to delay or obstruct other vehicles requiring scheduled access to the stand or layover area *.

* There are currently (as of October 2013) no layover bays and hence the clauses relating to layover bays are not applicable. These clauses will only come into effect should layover bays be made available.

17. Buses must not be left on a stand unattended for more than 15 minutes.

18. Bus operator employees shall not cross the roadways except by the designated walkways crossings and safe routes including access/egress to the lay-over areas. All bus operator staff must wear a high visibility vest/jacket when walking in any bus manoeuvring areas.
19. No vehicle may be parked overnight in the bus station without the express consent of Wilts & Dorset.
20. Vehicles, other than buses, will only be permitted access to the bus station with the express consent of an authorised representative of Wilts & Dorset and, where permission is granted, these vehicles will be required to park in specified locations as notified to the driver of such vehicle.
21. Any unattended vehicle may be removed by Wilts & Dorset at the owner's risk, where such a vehicle is, in the opinion of the bus station manager, causing obstruction so as to prevent the safe operation of the bus station.
22. All accidents, no matter how minor, must be reported to the local supervisor for Wilts & Dorset as soon as possible, and in any case within 24 hours of the accident. Operators will be held responsible for damage to the bus station caused by their vehicles, employees or agents. Damage to the bus station may include but not be limited to instances of oil spillage. The operator will be required to pay Wilts & Dorset in full the cost of rectifying damage (including but not limited to any oil spillage) within 14 days of being notified of the cost of rectification, subject to invoices and quotes
23. Operators and their employees must not do or permit anything to be done in or near to the bus station which may (i) be or become a nuisance or annoyance, or (ii) cause danger to other operators, members of the public, tenants, or occupiers of neighbouring properties (such instances including excessive engine idling, sweeping off of vehicles, staff conduct etc).

Operators using, or wishing to use the bus station should inform once in the public domain) Wilts & Dorset if they wish to alter any timings of existing services or introduce new services using the bus station. To the extent permitted in law, and following consultation with the relevant bus operator in accordance with the Access to Bus

Stations Order, Wilts & Dorset may refuse to grant consent. Such refusal may include but not be limited to suggestions that buses on the proposed timings cannot reasonably be accommodated on an appropriate stand.

24. Departures from stands must be separated by at least a 3 minute headway.
25. Operators are required to observe their scheduled arrival and departure times and, in the instance where a stand may be shared with another operator, mutually to respect each other's timetable requirements. Scheduled arrival and departure times will be those registered with the Traffic Commissioner.
26. It is recognised that on rare occasions operators may need to operate a duplicate bus and if it is an ad-hoc occasion then there is no requirement to inform Wilts and Dorset, however, where duplicate buses are operated on a frequent basis then Wilts and Dorset must be informed and appropriate departure charges will apply.
27. Any operator wishing to complain of malpractice of any other operator within a bus station operated at Wilts & Dorset should report such matters to the Wilts & Dorset Operations Director in writing or by email.
28. Although Wilts & Dorset will make every effort to ensure continuous availability of stand allocated to individual operators, in the instance of short term disruption (e.g. vehicle breakdowns, adverse weather, external traffic conditions), or long term disruption (e.g. carriageway maintenance, redevelopment), operators may be asked to use alternative stands in exceptional or unforeseen circumstances requiring temporary amendment to these terms and conditions of use. Wilts & Dorset will ensure that appropriate information notices are displayed advising passengers of any such arrangements. Other than in respect of ensuring that appropriate information notices are displayed, Wilts & Dorset accept no responsibility to the bus operators as a result of such arrangements.
29. No bus or other vehicle other, than those authorised by Wilts & Dorset, may enter the bus station for any reason other than in emergency situations.

30. No mechanical repairs may be effected inside or immediately next to the bus station except where a bus cannot be moved out of the bus station without first effecting such repair (e.g. non start or safety critical item) and, in such cases, the vehicle will be removed as soon as possible and away from the stands into the layover bay to complete the safety critical repair. High visibility garments must be worn by all staff at all times and who are working on or around these vehicles.
31. Drivers must act on any instruction given by an appropriate authorised representative of Wilts & Dorset (including those from a banksman or the bus station manager). Failure to do so will result in a report to the bus operator management and such instances may be considered as non-compliance and therefore access to the bus station for that driver and / or bus operator may be withdrawn.
32. Operators are permitted to display timetable and other information in the display cases relating to the stand(s) allocated. If an operator is the only user of a stand, that operator may use all of the space available in the display case. If the stand is shared, then the space available will be divided equally between the operators using it. Operators are responsible for providing their own material, which will be fixed by Wilts & Dorset within reasonable timescales. No offensive material may be displayed.
33. Operating hours of Poole are 0500 – 0030 Sunday – Wednesday, 24 hours on Thursday – Saturday although outside the hours of 0700-2300, different stands may be allocated.
34. The maximum capacity of each stand is one departure every 7 minutes. There are no layover bays available.
35. Allocation of stands and layover areas is based primarily on ensuring high standards of safety, convenience of passengers, the current allocation of bus stands to existing operators (including Wilts & Dorset) and the layout of the bus station, including access routes into and out of the bus station. Services will be allocated to stands where sufficient capacity exists without adversely affecting punctuality. As far as is practicable, services will be allocated such that the frequency of departures from each

stand is broadly similar, so that some stands are not 'overloaded' with several services.

36. The charge per departure is £0.82. Wilts & Dorset will issue and invoice. If the operator fails to pay in full the charges (subject to agreement of the calculation) within 45 days from the end of month of invoice date that operator will no longer be permitted to use the bus station.

Basis of calculation – departure charges been calculated in accordance with the guidelines detailed in Competition Commission's 'Annex to Explanatory Note'. The five step methodology has been applied with relevant depot operating costs (for the year ended 30 June) adjusted for utilisation.

Reference Peak Period - for each location this has been calculated with reference to the period of the day with the most overall departures. In line with the example shown in the Competition Commission's 'Annex to Explanatory Note' a three hour period on a weekday has been used for each location. The time of this three hour period varies from location to location. For most locations it is period during the morning whilst at Salisbury it is 1500-1800.

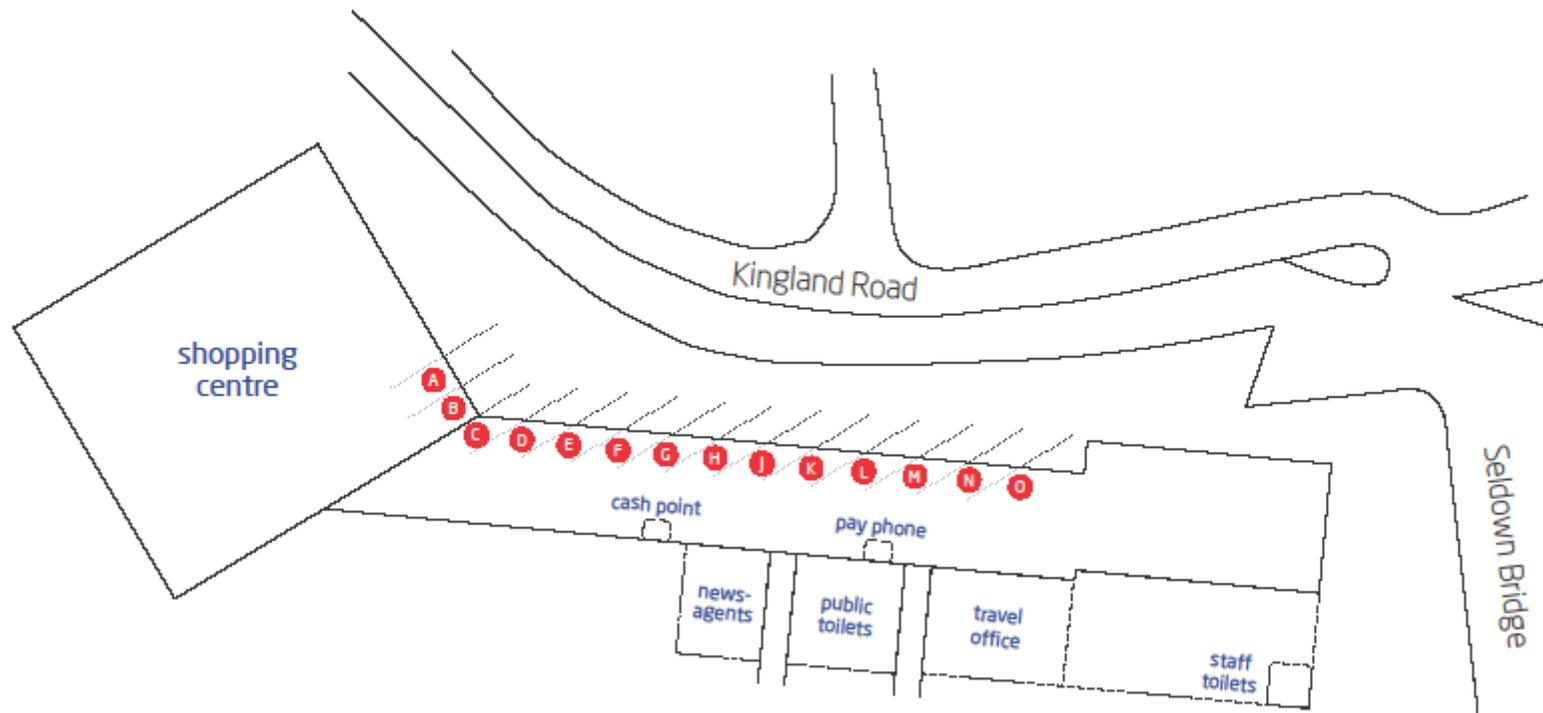
Annual review – charges will be subject to annual review on first Sunday in February.

37. Wilts & Dorset disclaims any responsibility for the conduct and performance of bus operators (and their drivers) in respect of their obligations under these terms and conditions, for whatever reason and howsoever caused. Notwithstanding the foregoing, bus operators will be responsible for their buses and vehicles (whether owned, leased or used by the bus operators) and the drivers of such buses and vehicles at all times and shall be responsible for any loss, damage, cost, liability, claim, demand or other liability which Wilts & Dorset may suffer or incur as a result of a breach of these terms and conditions by such bus and / or bus driver.
38. In the case of problems or disagreements, an operator should contact Wilts & Dorset's Operations Director in writing in the first instance. The address for sending such problem or disagreement is, if by post or by hand, Wilts & Dorset Bus Company Limited, Towngate House, 2/8

Parkstone Road, Poole, Dorset or, if by email,
ed.wills@gosouthcoast.co.uk

39. If, such problem or disagreement is not resolved within ten days following receipt by the Operations Director at Wilts & Dorset of such problem or disagreement, then the operator may write to the managing director of Wilts & Dorset. The letter should state that the operator wishes to initiate the dispute resolution procedure under these terms and conditions.
40. Any dispute regarding these terms and conditions of use must be initiated within eight weeks of the terms and conditions of use coming into effect (or if applicable any amendment to the terms and conditions of use coming into effect), or first applying to the operator, invoking the dispute resolution procedure, whichever is later (unless the bus operator reasonably believes that the dispute arises out of a material change in circumstances necessitating a review of the terms and conditions of use).
41. On receiving the dispute letter, Wilts & Dorset will identify and appoint an independent expert (to be agreed with the operator) to adjudicate on the dispute (such expert having the relevant experience and skill-set to address the dispute in question). The cost of the independent expert will be borne equally between Wilts & Dorset and the operator unless the independent expert otherwise requires. If a group of operators initiate a dispute, the cost will be borne equally between Wilts & Dorset and that group of operators.
42. The dispute will be resolved within 50 days of the date the dispute is referred to the independent expert. The independent expert's decision will be final and binding.
43. In the event of a dispute, Wilts & Dorset will continue to provide access to the bus station, and the operator will continue to pay all applicable charges and comply with the terms and conditions set out herein.
44. These terms and conditions of use are governed by English law and each bus operator agrees to submit to the jurisdiction of the English courts as regards any claim, dispute or matter arising out of or relating to these terms and conditions.

Poole bus station



Application for Access to the Bus Station Form

Operator name

Operator address

Operator licence number

Contact name

Email address

Telephone number

Operational/emergency contact telephone number

Proposed service number/name

Proposed service start date

Other information (layover, etc)

Please attach proposed timetable

I have been provided a copy of the Terms and Conditions relating to the use of Poole Bus Station (the "**Terms and Conditions**") and I agree, on behalf of Wilts & Dorset (the "**Bus Operator**"), the Bus Operator shall (and shall ensure that its employees, agents and other persons operating buses owned or used by the Bus Operator will) comply with the terms set out therein.

I further confirm that I am duly authorised to sign on behalf of and bind the Bus Operator to the Terms and Conditions.

Signed:

Name:

Position:

Date: