

East Sussex
Enhanced Partnership Scheme

IS MADE UNDER THE TRANSPORT ACT 2000 (AS AMENDED) BY:
EAST SUSSEX COUNTY COUNCIL

Initial Enhanced Partnership Scheme – 4 November 2022

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ENHANCED PARTNERSHIP SCHEME

THE EAST SUSSEX ENHANCED PARTNERSHIP SCHEME FOR BUSES IS MADE UNDER THE TRANSPORT ACT 2000 (as amended) BY EAST SUSSEX COUNTY COUNCIL on November 2022

1. EP Scheme Content

1.1. This document fulfils the statutory requirements for an EP Scheme. In accordance with statutory requirements in section 138 of the Transport Act 2000, the EP Scheme document sets out:

Section 2 - Scope of the EP Scheme and commencement date

Section 3 - Obligations on East Sussex County Council

Section 4 - Obligations on Bus Operators

Section 5 - Variation and Revocation

1.2. The EP Scheme can only be put in place if an associated EP Plan has been made. Therefore, this document should be considered alongside the associated EP Plan.

1.3. The EP Scheme has been jointly developed by East Sussex County Council (ESCC), and those Bus Operators that provide local bus services in the EP Scheme Area.

1.4. The EP Scheme sets out obligations and requirements on both ESCC and Bus Operators in order to achieve the intended improvements, with the aim of delivering the objectives of the associated EP Plan.

2. Scope of the EP Scheme and Commencement Date

2.1. The EP Scheme will support the improvement of all local bus services operating anywhere in the whole county of East Sussex, except exempted services as set out in paragraph 2.5.

2.2. figure 1 sets out the extent of the EP Plan and EP Scheme Area

Figure 1 - Map of EP Plan and EP Scheme Area



Commencement Date

- 2.3. The East Sussex EP Scheme is made on Friday 4 November and shall come in to operation on Friday 18 November 2022 (Commencement Date).
- 2.4. The EP Scheme will have no specific end date but will be formally reviewed by the EP Board on a 6 monthly basis. Variations may be made to the EP Scheme at set out in The EP Plan.
- 2.5. Not all requirements of this EP Scheme will come into force at the same time. Dates in this EP Scheme for several facilities and measures paragraph 3 and Bus Operator obligations (paragraph 4) will be after the Commencement Date to allow flexibility for different parts of the EP Scheme to come into effect on different dates.
- 2.6. ESCC will maintain a list of services that are affected by the EP Scheme and make this available to Bus Operators when the EP Scheme is made, then subsequently on a 6 monthly basis when the EP Scheme is reviewed.

Exempted Services

- 2.7. The following services are exempt from the requirements of this EP Scheme:
- 2.8. Coach services that are registered as local bus services
- 2.9. (a service which has part, or all its route registered as a local service in the county of East Sussex (the EP geographical area), but where that part of its route is 20% or less of the overall route distance covered by the service from its service start to service end point. i.e., coach, bus, and tour services that are registered as 'local' bus services because they fall within its definition but are not aimed at serving local journeys.)
- 2.10. Sightseeing tours
- 2.11. (a service which is registered as a local service under section 6 of the Transport Act 1985, but which would otherwise be an excursion or tour within the meaning in section 137(1) of that Act.) including services excluded from the English National Concessionary Travel Scheme
- 2.12. Cross-boundary services where less than 10% of the registered mileage of journeys entering East Sussex is within the EP Scheme Area
- 2.13. Rail replacement bus services
- 2.14. Bus services to sports, concerts, or other public events including motorsports and horse racing where a flat fare or no identifiable fare is charged for adults
- 2.15. Community Transport services provided under a permit made under section 22 of the Transport Act 1985.¹
- 2.16. Any local service which whilst open to the general public has a start point or destination at a school, and which is predominantly used by students travelling to or from such school.
- 2.17. Any local service which is not registered with at least one service operating on each weekday.
- 2.18. Any local service which is primarily operated as a replacement service for rail.
- 2.19. Any local service which is registered to operate less than three journeys in any day.
- 2.20. A local service which forms part of a longer route which is not registered as a Local Service and operates as a long-distance scheduled coach services.
- 2.21. Any local service which is registered as a flexible service.
- 2.22. Any local service which is operated solely with vehicles having 16 seats or less, and which operates for no more than one day a week.

¹ S.123J and 138C of the Transport Act 2000 exclude services provided under section 22 of the Transport Act 1985.

- 2.23. Any local service which is registered to support a special event
- 2.24. Any local service which would, other than for its registration under section 6 Transport Act 1985, be an excursion

3. Obligations on Authorities

- 3.1. The following matrix sets out the specific interventions that ESCC is required to deliver by subject area as part of the EP Scheme.
- 3.2. All of the below obligations can be amended using the EP Scheme Bespoke Variation arrangements for varying or revoking the EP scheme as set out in paragraph 5.
- 3.3. New obligations that relate to the principles and initiatives contained within the EP Plan are also subject to the Bespoke Variation arrangements for varying the EP scheme as set out in paragraph 5.

NETWORK DEVELOPMENT

Responsibility	Local Transport Authority	Facility (F) or Measure (M)	Delivery Date
To develop prioritisation methodology for the service enhancements set out in the BSIP enhancements should NBS funding allow.	ESCC	M	By March 2023
Utilising the above methodology and prioritisation, to work with operators to deliver resulting 2022/2023 service enhancements and subsequent service improvements as funding from the NBS allows.	ESCC	M	Commence when funding known
To work with Borough and District Planning authorities to ensure that appropriate bus service provision is actively considered as part of new planning applications, including housing schemes.	ESCC	M	Ongoing
In finalising the design of proposed new DDRT services, we will consult with local stakeholders and communities, including health professionals with expertise on local needs in respect to loneliness and social isolation.	ESCC	M	Ongoing

SERVICE MANAGEMENT AND CUSTOMER CARE

Responsibility	Local Transport Authority	Facility (F) or Measure (M)	Delivery Date
In conjunction with operators and Passenger Charter groups, develop and implement a single East Sussex Passenger Charter to cover all services within the EP and to ensure high operating and customer service standards.	ESCC	M	By March 2023
To commission an annual public satisfaction survey to better understand customer experiences and to benchmark progress.	ESCC	M	Ongoing
To put passenger safety at the forefront of thinking with respect to operational / service management.	ESCC	M	Ongoing

FARES AND TICKETING

Responsibility	Local Transport Authority	Facility (F) or Measure (M)	Delivery Date
ESCC will help to identify and deliver specific fares and ticketing schemes, including outside the larger conurbations, with a particular focus on initiatives which support recovery from the pandemic and access to education, tourism, employment opportunities.	ESCC	M	Ongoing. Extent of obligation subject to change once NBS funding known.
ESCC will work with operators to improve the availability of specific fares and ticketing schemes aimed at families and groups	ESCC	M	Ongoing
ESCC will work with Bus Operators and neighbouring authorities to increase the coverage of PlusBus, subject to the necessary rail industry agreements	ESCC	M	Ongoing
ESCC will work with Bus Operators and neighbouring authorities to develop the multi-operator Discovery ticket product, potentially providing a multi-day version and potentially also to include a rail add-on subject to the agreement of the rail companies.	ESCC	M	Ongoing
As funding allows, ESCC will continue to assist Bus Operators to invest in their ETMs and back-office systems to enable the introduction of innovative ticketing offers, including a fully contactless fleet and fare capping	ESCC	M	Ongoing. Extent of obligation subject to change once NBS funding known.

INFRASTRUCTURE AND PRIORITY

Responsibility	Local Transport Authority	Facility (F) or Measure (M)	Delivery Date
To introduce new bus stops and upgrade existing bus stops (including poles, flags, timetable cases, raised/ dropped kerbing, clearways) to support the network and passenger / operator requests as funding permits	ESCC	M	Ongoing. Extent of obligation subject to change once NBS funding known.
When conducting civils work at bus stops to take the opportunity to bring them up to latest standards with respect to accessibility where practically possible.	ESCC	M	Ongoing.
To work with Parish/ Town / Borough / District Councils to improve standards and consistency of bus shelter offering.	ESCC	M	March 2024 Extent of obligation subject to change once NBS funding known.
To offer match funding to Parish / Town Councils to support the delivery of improved shelters as funding permits.	ESCC	M	Ongoing
Within funding constraints, to work with Borough / District Councils to identify and deliver bus driver facilities to support network growth.	ESCC	M	Ongoing. Extent of obligation subject to change once NBS funding known.
To commission a survey and audit of bus stops to ascertain what facilities are present, disability compliance, maintenance standard and information provision. ESCC will categorise bus stops in conjunction with operators for each stop for planning facilities and information provision.	ESCC		By March 2023
To produce a bus stop hierarchy to enable the prioritisation and delivery of mobility hubs, bus – bus interchanges to enhance integration etc as NBS funding permits.	ESCC		By March 2023
To upgrade Uckfield Bus Station to improve the passenger waiting environment and bus stopping arrangements.	ESCC		By March 2023.
To refine Mobility Hub proposals and agree the required facilities at each location.	ESCC		Ongoing. Extent of obligation subject to change once NBS funding known
To press (where appropriate based on modelling) for the inclusion of bus priority measures as part of new developments or funded highway schemes	ESCC		Ongoing
To refine the list of corridors where congestion has a high impact on bus reliability and work with operators to further prioritise focus areas, to allow delivery of feasibility studies and subsequent schemes as NBS funding permits.	ESCC		By March 2023

HIGHWAYS AND NETWORK MANAGEMENT

Responsibility	Local Transport Authority	Facility (F) or Measure (M)	Delivery Date
For any new / upgraded highway schemes under ESCC's control consider potential bus service improvements which would enhance reliability, service levels and accessibility and incorporate as funding permits. Ensure that these principles are encouraged (or enforced where applicable) for other non ESCC schemes / developments.	ESCC	M	Ongoing.
As funding permits seek to deliver highway interventions to aid bus punctuality coming out of PIPs, local transport focus groups or other sources.	ESCC	M	Ongoing. Extent of obligation subject to change once NBS funding known.
Review, relaunch and lead new Punctuality Improvement Partnerships (PIP)	ESCC	M	By March 2023
Through PIPs and local focus groups identify parking issues affecting buses and work with to introduce new restrictions and/ or enforce existing restrictions as funding and resources permit.	ESCC	M	Ongoing.
Work with Bus Operators to adopt a new approach to street works affecting bus routes, supported by technology, so as to streamline planning, execution and closure of works.	ESCC	M	By March 2023
Continue to support buses with respect to soft landscaping issues	ESCC	M	Ongoing.
Agree an approach to bus gate and bus lane ANPR enforcement, delivering solutions as funding permits.	ESCC	M	Ongoing.

ALTERNATIVE DELIVERY MODELS

Responsibility	Local Transport Authority	Facility (F) or Measure (M)	Delivery Date
ESCC will establish a policy to ensure future opportunities for BRT and Superbus schemes are explored, including working closely with Brighton & Hove City Council.	ESCC	M	By March 2024.
To ensure that park & ride, coach services, community transport services and DDRT schemes are integrated with the conventional bus network, including in marketing and ticketing schemes.	ESCC	M	Ongoing.

ENVIRONMENT AND AIR QUALITY

Responsibility	Local Transport Authority	Facility (F) or Measure (M)	Delivery Date
Pursue any future funding opportunities to improve vehicle emission standards in East Sussex.	ESCC	M	Ongoing.
Where funding permits deliver publicity campaigns to promote the role of the bus in meeting environmental challenges.	ESCC	M	Ongoing.
Form an AQMA hierarchy in order to help to prioritise any future funding submissions linked to zero emission buses.	ESCC	M	By March 2023.
Set minimum emission standards for operation within EP scheme areas and negotiate with operators an appropriate programme for improving these standards.	ESCC	M	Ongoing. Extent of obligation subject to change once NBS funding known.

INNOVATION AND DIGITAL ACCESSIBILITY

Responsibility	Local Transport Authority	Facility (F) or Measure (M)	Delivery Date
As funding permits ESCC will support operators to help them secure enhanced ETMs, associated back-office functionality and TransXChange / Real Time Information capability. This will support a range of initiatives in respect of payment methods, Real Time Information, ticketing and reliability	ESCC	M	Ongoing. Extent of obligation subject to change once NBS funding known.
As funding permits maximise the use of innovation in conjunction with operators – e.g., RTI, at stop audio announcements etc	ESCC	F	Ongoing. Extent of obligation subject to change once NBS funding known.

PUBLIC TRANSPORT INFORMATION

Responsibility	Local Transport Authority	Facility (F) or Measure (M)	Delivery Date
Consider the development of East Sussex network brand	ESCC	M	By March 2023.
Consider the development of a “one stop shop” for Public Transport information including journey planning functionality, an interactive map and RTI.	ESCC	F	By March 2023.
Agree with operators to set standards for at-stop bus timetables and printed publicity.	ESCC	M	Ongoing.
Expand the number of locations with RTI availability, by way of QR codes and/or displays.	ESCC	F	Ongoing.
Conduct publicity campaigns (subject to funding) to encourage higher usage of the bus post recovery and to support strategic priorities	ESCC	M	Ongoing. Extent of obligation subject to change once NBS funding known.

4. Obligations on Local Bus Operators

- 4.1. The below sets out the specific interventions that Bus Operators are required to deliver by subject area as part of this EP Scheme.
- 4.2. All of the below obligations can be amended using the EP Scheme Bespoke Variation arrangements for varying the EP scheme.

- 4.3. New obligations that relate to the principles and initiatives contained within the EP Plan are also subject to the Bespoke Variations arrangements for varying the EP scheme.
- 4.4. Bus Operators operating within the geographical area covered by this EP scheme will be invited to attend EP Forum meetings.

NETWORK DEVELOPMENT

Responsibility	Action	Delivery Date
Operators	To work with ESCC to identify and implement opportunities to improve local bus services in East Sussex, particularly to underserved communities and at times of day when service levels are poor.	Ongoing
Operators	To work with ESCC to develop a unified bus network, making best endeavours to co-ordinate timetables and introduce simple ticketing to enable interchange between services.	Ongoing
Operators	To work with ESCC, neighbouring local authorities, the rail industry and other service providers to seek opportunities to better develop and deliver coordinated services and facilities between bus, rail and other modes across the Scheme area where practically possible	Ongoing
Operators	To agree to work with ESCC and neighbouring local authorities to work towards a set of common registration / timetable change dates per year (for the benefit of co-ordinated information etc), recognising the need for exemptions.	By March 2023
Operators	To work openly and transparently with ESCC with respect to any planned service changes, ensuring that notification and discussion takes place ahead of the statutory registration window.	By March 2023
Operators	To work with ESCC to deliver 2022/23 NBS service enhancements and subsequent service improvements as funding from the NBS allows.	To commence once funding is known.

SERVICE MANAGEMENT AND CUSTOMER CARE

Responsibility	Action	Delivery Date
Operators	In conjunction with ESCC and Passenger Charter groups, develop and implement a single East Sussex Passenger Charter to cover all services within the EP and to ensure high operating and customer service standards through such measures as high-quality staff training.	By March 2023
Operators	Through high levels of operational management (e.g., vehicle contingency, network planning, scheduling, roadworks planning etc) work to deliver the highest possible levels of reliability and operational standards. These will be included in the Passenger Charter and EP targets.	Ongoing
Operators	To put passenger safety at the forefront of thinking with respect to operational / service management.	Ongoing
Operators	To raise any safety concerns regarding stopping arrangements in the county, including marked bus stops and hail and ride stopping practices with ESCC.	Ongoing

FARES AND TICKETING

Responsibility	Action	Delivery Date
Operators	To work with ESCC to deliver specific fares and ticketing schemes, including outside the larger conurbations, with a particular focus on initiatives which support recovery from the pandemic and access to education, tourism, employment opportunities. More specifically, Operators are required to participate in East Sussex Discovery Ticket Participation Agreement which at the date of the making of this Scheme has been entered into by all parties to that agreement conditionally upon this Scheme being made by ESCC.	Ongoing. Extent of obligation subject to change once NBS funding known
Operators	To work with ESCC to improve the availability of specific fares and ticketing schemes aimed at families and groups.	Ongoing
Operators	To work with ESCC and neighbouring authorities to increase the coverage of PlusBus, subject to the necessary rail industry agreements	Ongoing
Operators	To work with ESCC and neighbouring authorities to develop the multi-operator Discovery ticket product, potentially providing a multi-day version and potentially also to include a rail add-on subject to the agreement of the rail companies.	Ongoing
Operators	To improve the capability of ETMs whenever possible to support contactless bus ticketing and innovative new products	Ongoing
Operators	To ensure that return tickets are accepted by all operators on common sections of route, subject to a separate ticketing agreement, and to work with ESCC to improve ticket acceptance of period passes.	Return tickets – Summer 2022 Period tickets – subject to funding

INFRASTRUCTURE AND PRIORITY

Responsibility	Action	Delivery Date
Operators	Provide feedback to ESCC on bus stop condition to allow for quick and efficient action to be taken	Ongoing
Operators	To ensure that buses are using infrastructure appropriately (e.g., position of bus at raised kerb) to support accessible boarding	Ongoing
Operators	If through agreement with ESCC operators are delivering bus stop infrastructure directly (e.g., flags, cases), operators will work to conditions and standards agreed by ESCC.	Ongoing
Operators	When laying over between journeys, ensure buses are parked up at appropriate positions which are communicated with ESCC	Ongoing
Operators	Work with ESCC to refine the list of corridors where congestion has a high impact on bus reliability and through use of data consider reciprocal network benefits which could be offered up if improvements were delivered.	Ongoing. Extent of obligation subject to change once NBS funding known

HIGHWAY AND NETWORK MANAGEMENT

Responsibility	Action	Delivery Date
Operators	Where highway network changes are made that result in resource savings as a result of faster journey times operators will reinvest some of the benefit in more frequent services, new or newer buses, or other improvements of mutually agreed value in conjunction with local network reviews	Ongoing
Operators	Engage fully with ESCC when consulted on new road schemes and their operational impacts	Ongoing
Operators	Send appropriate representation to PIPs, Roadworks Taskforce meetings etc and work constructively with ESCC, including providing supporting data, to identify areas of concern and to deliver solutions within budget constraints.	Ongoing
Operators	Work with ESCC to adopt a new approach to street works affecting bus routes, supported by technology, so as to streamline planning, execution and closure of works.	By March 2023
Operators	Report on soft landscaping issues affecting buses in a timely manner.	Ongoing
Operators	Through use of roadworks planning, ensure roadworks diversions / stop suspensions are appropriately planned and communicated to passengers.	Ongoing

ALTERNATIVE DELIVERY MODELS

Responsibility	Action	Delivery Date
Operators	To work with ESCC to ensure that park & ride, coach services, community transport services and DRT schemes are integrated with the conventional bus network, including in marketing and ticketing schemes.	Ongoing

ENVIRONMENT AND AIR QUALITY

Responsibility	Action	Delivery Date
Operators	Seek to continuously improve bus emission standards through new investment in fleets, as funding permits.	Ongoing
Operators	Work with ESCC and Borough / District Councils as appropriate to form bids to any future funding sources to support conversion to zero emission vehicles	Ongoing
Operators	To commit to minimise idling when at bus stops and stands or in queuing traffic.	By March 2023
Operators	To work with ESCC on advertising campaigns to promote the role of the bus in meeting environmental challenges as funding permits.	Ongoing

INNOVATION AND DIGITAL ACCESSIBILITY

Responsibility	Action	Delivery Date
Operators	Maximise the use of innovation in conjunction with ESCC as funding permits or legislation requires – e.g., audio / visual on bus announcements, passenger occupancy tools etc.	Ongoing. Extent of obligation subject to change once NBS funding known
Operators	To improve the capability of ETMs whenever possible to provide contactless bus ticketing and innovative new products	Ongoing
Operators	To ensure that live information feeds to BODS and other real time systems cover all local bus services	Ongoing

PUBLIC TRANSPORT INFORMATION

Responsibility	Action	Delivery Date
Operators	Ensure that appropriate and up to date data feeds are being fed into BODS to meet legislation and support a one stop shop website	March 2022
Operators	To conduct publicity campaigns (subject to funding) in partnership with ESCC to encourage higher use of the bus post recovery and to support key strategic priorities. This will incorporate any agreed brand.	Ongoing. Extent of obligation subject to change once NBS funding known
Operators	To provide and support a website which includes clear, accurate and up to date information, including but not limited to, timetables, contact details and provide a link and promotion to any future ESCC “one stop shop” site	Ongoing
Operators	To agree any numbering for services with ESCC to avoid passenger confusion or duplication.	Ongoing

5. Bespoke Arrangements for Varying the Enhanced Partnership Scheme

- 5.1. Under powers at s.138E of the Transport Act 2000, Enhanced Partnership Scheme Variations relating to commitments in sections 3, 4 and associated annexes where section 5.6 is quoted, will be subject to the bespoke voting mechanism also set out in section 5.4.
- 5.2. If changes to or new flexibility provisions under s.138E of the Transport Act 2000 are not in the existing EP Plan they must satisfy the statutory objection mechanism as set out in The Enhanced Partnership Plans and Schemes (Objections) Regulations 2018.

Proposer of a variation

- 5.3. Consideration will be given to potential EP Scheme variations, highlighted by one of the organisations represented on the EPB, or proposed by the EP Forum through the EP Planning Group or by the EP Planning Group itself. The proposer of a variation should demonstrate how this might contribute to achieving the objectives set out in the BSIP, EP Plan or current local transport policies. Such requests should be in writing and submitted to passenger.transport@eastsussex.gov.uk.

ESCC will forward all requests onto all EPB members for information and arrange for an agenda item at the next available EPB meeting.

Decision-making process and Bespoke Variation mechanism

- 5.4. Any material change affecting any EP scheme, including variations, will be subject to a vote by the Operator members at the EPB. If the proposed variation is agreed by the majority of bus operators, and if ESCC are also in full agreement and provided where relevant the procedures proposed at section 5.6 have been completed the outcome leading to no change of opinion on the part of ESCC, the EP Scheme variation will be made in accordance with ESCC bespoke variation procedures as soon as practicable and the revised EP scheme will be published on the ESCC website. If the agreed variation is not related to one of the elements of the EP scheme where the Bespoke Variation method is applicable (as detailed in sections 5.2) they must satisfy the statutory objection

mechanism as set out in The Enhanced Partnership Plans and Schemes (Objections) Regulations 2018. All operator reps need to have voted either in person at the meeting or remotely in advance of the meeting. To avoid a tie, any operator abstaining from the vote will be deemed to have voted in favour of the decision.

- 5.5. Continuation of the requirement to be party to the ticketing Participation Agreement shall be a matter determined under the provisions of the Participation Agreement. Any termination of that agreement or (where provided for) the withdrawal of any party from that agreement (such as when an Operator ceases to provide services to which this Scheme is applicable) shall not constitute a variation to this Scheme
- 5.6. When changes are likely to adversely affect a significant proportion of bus users in any category or age-group (those with disabilities, parents with young children, children under 16, 16-19 year olds, 20-25 year olds, adults, seniors), or statutory consultees, an engagement or consultation will be held for a minimum of 31 days. This may start at the same time as and overlap the Objection period for Operators. Following this exercise ESCC having given due consideration to the outcome of the consultation may either withdraw any approval it has given to the variation or refer the variation back to the EPB for further consideration and modification having regard to the consultation outcome.

Revocation of an EP Scheme

- 5.7. If a member of the EPB believes it is necessary to revoke the EP Scheme, the EPB will be reconvened. If the decision is taken to revoke the EP Scheme, it will follow the full formal statutory process and not the bespoke arrangements.

Data and Information Governance

- 5.8. Any data required for the operation of the EP Scheme will be confidential between the parties, Data shall only be shared to the extent permitted by competition law and subject to any UK GDPR.
- 5.9. Information provided to ESCC under Section 143 of the Transport Act 2000 and associated secondary legislation will remain confidential, unless otherwise agreed or required by law.

ANNEX A - GLOSSARY AND DEFINITIONS

The following terms have been used in the Enhanced Partnership Plan and Scheme documents in East Sussex:

ABODS/BODS – The Government’s Analyse Bus Open Data service brings together data from bus operator systems, including ticket machines, to collate and summarise bus reliability by individual services.

AQMA – Air Quality Management Areas are defined areas where action is being taken to reduce air pollution.

ANPR – Automatic number plate recognition cameras that may be used for bus lane enforcement.

Bespoke Variation – A means to vary the requirements of the Enhanced Partnership Scheme, described in the EP Plan, without invoking the full requirements of Section 138 of the Transport Act 2000.

BRT – Bus Rapid Transit systems offer high quality and frequent bus services on routes with a high level of bus priority measures which often include segregated bus lanes.

BSIP – A document published in June 2021 containing proposals to improve bus services, available to download at: [East Sussex Bus Service Improvement Plan](#)

Bus Operators or Operators – operators of local bus services within East Sussex

DRT or DDRT – Demand responsive transport schemes (also known as Digital Demand Responsive Transport) are flexible bus services using pre-booking via an app or telephone booking line.

English National Concessionary Travel Scheme - a national scheme run by the Department for Transport in conjunction with local authorities across England.

Enhanced Partnership and EP – A formal enhanced partnership between ESCC and Bus Operators created under the Bus Services Act 2017, designed to improve bus services by setting out firm commitments which are binding on both ESCC and operators.

EP Board or EPB – The committee of operators and ESCC responsible for managing the Enhanced Partnership, including decision making.

EP Forum – The group formed of stakeholders, including borough and district councils, and all Bus Operators running in this EP Scheme Area to oversee the delivery of existing commitments and to promote potential variations to the EP Scheme to the EP Board.

EP Plan – The document made pursuant to section 138A of the Transport Act 2000 and which is required to be in place for an EP Scheme to be made.

EP Planning Group – This group is to discuss in detail delivery of future EP measures required to complete the EP Plan and recommend proposals to the EP Forum and the EP Board and made up of [to be determined].

EP Scheme – the document made pursuant to the EP Plan under the Transport Act 2000 (as amended).

EP Scheme Area – The area to which this EP Scheme document applies.

ESCC or the Council – East Sussex County Council

LTA – Local Transport Authorities

Multi-Operator Ticketing – common fares and ticketing products applied and accepted by multiple operators.

NBS – The national bus strategy for England as set out in the Government document “Bus Back Better” and associated Government funding announcements to support the NBS.

Passenger Charter – A document setting out bus users’ rights to defined standards of service including a mechanism for redress. The Passenger Charter will be a single Countywide document.

PIPs – Punctuality Improvement Partnerships are forums where Bus Operators and local authorities discuss locations where bus services are regularly delayed and seek to find solutions to reduce these delays.

Real Time Information – Technology used to track the location of buses in real time. Information is transmitted to bus stops or devices to indicate to passengers the predicted arrival time at a particular point.

TransXChange – A common standard that ensures that timetable information can be exported by Bus Operators into service information portals.

UK GDPR: the retained EU law version of the General Data Protection Regulation ((EU) 2016/679).

Draft Heads of Terms for the development of a Multi-Operator [Day] [Period] Ticket

(satisfying the Ticketing Block Exemption requirements for a Multi-Operator Travel Card ("MTC"))

Description of Agreement	Multi-Operator [Day] [Period] Ticket Participation Agreement ("Participation Agreement"), NB: This agreement will need to be agreed by Operators and signed prior to the formal making of the Enhanced Partnership Scheme as the two documents are necessarily linked.
Parties	To comprise: <ul style="list-style-type: none"> • East Sussex County Council ("County Council") • Operators of local services that are within scope of the County Council's intended Enhanced Partnership
Addition of parties	New Operators will be able to participate on equal terms with the then current Operators and will become parties to the Participation Agreement through a Deed of Adherence to its terms and conditions.
Withdrawal of parties	An Operator ceasing to operate local services that are within scope of the County Council's intended Enhanced Partnership will withdraw from the scheme. A Deed of Termination will be agreed to provide for a final revenue settlement following the withdrawal taking effect.
Link to the proposed Enhanced Partnership Scheme	For Operators within scope of the Enhanced Partnership Scheme, participation in the Scheme will be mandatory. This will be achieved through a service requirement placed on Operators within the Enhanced Partnership Scheme document.
Travel Incentive Scheme ("Scheme")	The County Council propose to allocate a certain amount of funding towards a travel incentive scheme, the purpose of which, is to provide communities and visitors to the County with an incentive to choose travel by bus over car for journeys intended to be taken. [Can this be further developed to reflect the intentions eg is it planned to have a per journey subsidy payable to the Operator and will this be on a reducing scale over the period of the scheme?] The Scheme is anticipated to meet the requirements of the recently enacted Subsidy Control Act 2022 and details of the Scheme will be developed with a view to ensuring compatibility with UK subsidy control requirements with a view to avoiding notification requirements.
Effective Date	To be established, taking into account DfT's decision making processes and confirmation of the funding to be made available to

	<p>the County Council. Operators will be given no less than [] weeks notice of the intended commencement date at which the terms and conditions of the Participation Agreement will become effective.</p>
<p>Administration of the Scheme</p>	<p>The County Council shall be the administrator of the Scheme. It will be entitled to subcontract certain administration tasks but remains fully responsible for administration.</p> <p>The County Council shall be entitled to recover from each Operator a share of the administration costs on a basis to be agreed and by reference to a budget approved by operators in advance.</p> <p>Costs will only be included where these are incurred in a manner that is indispensable to the operation of the Scheme</p>
<p>Obligations that the County Council will accept under the Participation Agreement</p>	<ul style="list-style-type: none"> • To promote the Scheme and the related ticket product within the County through appropriate marketing and promotion channels available to the County Council; • To provide or procure the provision of administrative support sufficient to meet the requirements of the Scheme; • To receive, store and process, as required by the Scheme, agreed data sets required to enable the calculation of revenue allocations between Operators – this to be based upon [recorded mileage?]; • To periodically provide performance data relating to the service, providing operators with insight into the overall take-up of the ticketing product using aggregated data. For avoidance of doubt no data sharing will be undertaken within the Scheme that, in the County Council’s opinion, would prejudice the validity of the block exemption by breaching any requirement of the exemption; • To ensure secure backups of data are held in a manner that constitutes good practice and apply cyber security precautions consistent with those in effect protecting other County Council data; • To undertake periodic reconciliations of revenues accounted for through the purchase of the ticketing product and to calculate apportionments between operators reflecting [recorded mileage operated]; • To produce certificates for approval by each Operator recording the impact of the apportionment exercise in relation to: <ul style="list-style-type: none"> ○ revenue received and held by that operator; ○ revenue received and held by all other operators; ○ the impact on that operator of the reconciliation exercise – whether it is to receive an entitlement to an additional payment for the relevant period or is required to make a payment into a revenue pool administered by the County Council; • To receive back approved certificates and act on these administering any receipts and payments that arise; • To pay to each Operator in accordance with its entitlement, the subsidy owing, associated with purchase of the travel product by passengers in the relevant period;

	<ul style="list-style-type: none"> To issue invoices in an appropriate form to operators in relation to their respective liability to make a contribution to the administration costs of the Scheme.
Obligations that Operators will accept under the Participation Agreement	<ul style="list-style-type: none"> To agree the format and presentation of the ticketing product to enable its issue in a standardised format; To agree the terms and conditions for its issue; To accept the ticketing product without applying any surcharges or set within its terms and conditions of carriage any restrictions or disadvantage to a passenger intending to travel using the ticketing product; To maintain on-bus equipment sufficient to capture, store and provide for the uploading of data relevant to the travel product, the Operator being responsible for the data throughout its journey from bus to the operators internal management system and its uploading to the County Council; To ensure secure backups of data are held in a manner that constitutes good practice; To approve on a timely basis draft revenue certificates; To make any payment into the pooled fund required within [] days of receipt of the final certificate for a period; To meet the share of Scheme administration charges agreed within the Participation Agreement; To observe the terms and conditions of any licence granted by the County Council in relation to intellectual property rights associated with branding in relation to the Scheme.
Dispute Resolution	The Participation Agreement will provide an appropriate mechanism for resolving disputes with particular provision made for any disputes relating to revenue allocation to ensure an expert opinion may be obtained – the opinion being binding upon all parties.
Change provisions	The Participation Agreement will include a change mechanism entitling any party to propose changes to the terms and conditions. A mandatory provision requiring the parties to consider and enter into any variation to the agreement necessitated upon expiry of the block exemption (in the unlikely event that it is not continued, or a new exemption implemented on terms substantially different to those that the Participation Agreement is founded upon is introduced). Failure by all parties to agree a change in mandatory circumstances will require the County Council to reconsider the continuation of the Participation Agreement and will entitle the County Council to serve a unilateral notice of termination upon all then current parties to the Agreement. A variation to the Enhanced Partnership Scheme will also be made to remove the requirement that operators are party to the Participation Agreement.
Confidentiality	The Participation Agreement will include standard confidentiality provisions. To ensure no breach of the ticketing block exemption, the Participation Agreement will expressly limit the use and disclosure of data shared to the purpose of the sharing as defined

	within the Participation Agreement and to other circumstances where disclosure is required by law.
Indemnities	The Participation Agreement will include indemnities at an appropriate level (potentially with different levels of cap for large and small operators). This will be discussed with operators prior to the development of legal drafting.
GDPR	An evaluation will be undertaken on behalf of the County Council of the technical solution to be adopted with a view to considering the extent to which data that is Personal Data (as defined in the Data Protection Act 2018) is processed and an appropriate data sharing schedule will be incorporated into the Participation Agreement.
Termination	The Participation Agreement will provide appropriate termination rights but scenarios where termination may apply will be discussed with operators given that a termination for breach would have an impact upon participation in the Enhanced Partnership Scheme
Other provisions	The Participation Agreement will include standard final provisions including prohibitions on assignment, arrangements for service of notices, no third-party rights, governing law and jurisdiction.