|  |  |
| --- | --- |
| FRAMEWORK AGREEMENT **NO: QC0033** | **ROUTE AGREEMENT**  **NO: QX75401** |
|  |  |
|  | **ROUTE: 405D/645** |

##### ROUTE AGREEMENT

THIS ROUTE AGREEMENT is dated the SIXTEENTH day of FEBRUARY 2022.

BETWEEN

1. LONDON BUS SERVICES LIMITED (and its successors in title) whose registered office is at 5 Endeavour Square, London, E20 1JN (the “Corporation”);

and

1. ARRIVA LONDON SOUTH LIMITED of company number 2328467 whose registered office is at 1 Admiral Way, Doxford International Business Park, Sunderland, Tyne & Wear, SR3 3XP (the “Operator”).

RECITALS:

The Parties have entered into a Framework Agreement by which they have agreed that whenever the Parties enter into a Route Agreement for the provision of bus services by the Operator which is expressed to be pursuant to the Framework Agreement, Annex B and Annex C of the Framework Agreement shall apply to the Route Agreement as if they were incorporated into the Route Agreement.

IT IS AGREED AS FOLLOWS:

1. This is an agreement entered into pursuant to the Framework Agreement for the provision of bus services by the Operator on the terms and conditions set out herein.

2. This Route Agreement includes this Agreement together with the Schedules hereto (and any documents referred to therein) and the terms, conditions and Schedules set out in Annex B and Annex C of the Framework Agreement, except in so far as they may be varied by Schedule IC to this Route Agreement, provided that only Part 1 of Annex C shall be legally binding and all other documents contained in Annex C are for guidance and information only.

.

3. The Corporation reserves the right at any time to make any changes to all or any part of Annex C provided that in relation to Part 1 only, the Corporation shall comply with any express conditions which may be set out in the Route Agreement relating to such changes.

4. Wherever Annex B of the Framework Agreement indicates that a Schedule is completed individually in respect of each Route Agreement such Schedules are attached hereto.

5. This Route Agreement commenced on 3 February 2021 and the Services commenced on 30 October 2021 (the "Commencement Date"). This Route Agreement shall continue in force until 30 October 2026 (the "Expiry Date") unless it is earlier terminated in accordance with the provisions of the Framework Agreement or this Route Agreement.

# Signed on behalf of the Signed on behalf of the

Corporation by Operator by:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: *TOM CUNNINGTON* Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: *HEAD OF BUS*  Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUSINESS DEVELOPMENT

|  |  |
| --- | --- |
| FRAMEWORK AGREEMENT **NO: QC0033** | **ROUTE AGREEMENT**  **NO: QX75401** |
|  |  |
|  | **ROUTE: 405D** |

**SCHEDULE I**

**ROUTE REQUIREMENTS AND ROUTE DESCRIPTION**

This Schedule comprises the following:

Schedule IA – Route Requirements and Route Description

Schedule IB – Working Timetable, Peak Vehicle Requirements and Scheduled In Service Mileage

Schedule IC – Special Conditions and Variations from Annex B Terms and

Conditions

Schedule ID – Minimum Performance Standards

|  |  |
| --- | --- |
| **FRAMEWORK AGREEMENT**  **NO: QC0033** | **ROUTE AGREEMENT**  **NO: QX75401** |
|  |  |
|  | **ROUTE: 405D** |

**SCHEDULE IA**

## ROUTE REQUIREMENTS AND ROUTE DESCRIPTION

# PART 1 – ROUTE REQUIREMENTS

**1. Terminal Points**

Route number 645 shall operate in accordance with the Working Timetable contained in Schedule IB and the Public Timetable in Schedule IA Part 2.

1. **Stopping Arrangements**

All buses operating on the Services must serve all stops on the line of route designated for the route.

Drivers must pick up/set down at all bus stops where passengers wish to board and/or alight.  If a driver is certain no passengers wish to board or alight, they may continue.  If the driver is in any doubt, they must stop.

**3.** **Garage Address**

The operation of this route will be managed from the Operator’s garage as detailed below:

Garage Address: South Croydon Garage

Brighton Road

Croydon

CR2 6EL

**4. Layovers**

The Working Timetable incorporates scheduled running times and layover times considered necessary by the Operator to enable the Services to be operated to at least the Minimum Performance Standards set out in Schedule ID.

|  |  |
| --- | --- |
| **FRAMEWORK AGREEMENT**  **NO: QC0033** | **ROUTE AGREEMENT**  **NO: QX75401** |
|  |  |
|  | **ROUTE: 405D** |

**SCHEDULE IA**

## ROUTE REQUIREMENTS AND ROUTE DESCRIPTION

# PART 2 – ROUTE DESCRIPTION

1. Route Description –

As detailed on the attached Route Description.

2. Public Timetable –

As detailed on the attached Public Timetable.

**LONDON BUSES - ROUTE DESCRIPTION**

**ROUTE 405D: Redhill - West Croydon Bus Station**

**Date of Structural Change:** 30 October 2021.

**Date of Service Change:** 30 October 2021

**Reason for Issue:** New Contract.

**STREETS TRAVERSED**

**Towards West Croydon Bus Station:** Redhill Bus Station, Redstone Hill Roundabout, Princess Way, London Road, London Road South, Merstham High Street, London Road North, Brighton Road, Farthing Way Roundabout, Brighton Road, Brighton Road Roundabout, Brighton Road, Purley Cross, Brighton Road, Banstead Road, Foxley Lane, Pampisford Road, Haling Park Road, Warham Road, South End, Croydon High Street, Fell Road, Croydon Flyover, Park Lane, Park Street, St George's Walk, Fell Road, Croydon Flyover, Park Lane, Wellesley Road, Poplar Walk.

**Towards Redhill:** Station Road, Wellesley Road, Croydon Bus Bridge, Park Street, St George's Walk, Katharine Street, Croydon High Street, South End, Warham Road, Haling Park Road, Pampisford Road, Russell Hill Road, Purley Cross, Brighton Road, Brighton Road Roundabout, Brighton Road, London Road North, Merstham High Street, London Road South, London Road, Princess Way, Redstone Hill Roundabout, Redhill Bus Station.

**AUTHORISED STANDS, CURTAILMENT POINTS, & BLIND DESCRIPTIONS**

Please note that only stands, curtailment points, & blind descriptions as detailed in this contractual document may be used.

**REDHILL, MARKETFIELD WAY**

Public stand for two buses in layby on west side of Marketfield Way.

Buses proceed from Redhill Bus Station via Redstone Hill Roundabout, Marketfield Way, High Street Roundabout and Marketfield Way to stand, departing via Marketfield Way, Redstone Hill Roundabout and Princess Way to Redhill Bus Station. Set down in Redhill Bus Station, at Stop B (OC327 - Redhill Bus Station, Last Stop on LOR: OC327 - Redhill Bus Station) and pick up in Redhill Bus Station, at Stop B (OC327 - Redhill Bus Station, First Stop on LOR: OC327 - Redhill Bus Station).

AVAILABILITY: At any time.

OPERATING RESTRICTIONS: No more than 1 buses on Route 405 should be scheduled to stand at any one time.

MEAL RELIEFS: No meal relief vehicles to stand at any time.

FERRY VEHICLES: No ferry vehicles to park on stand at any time.

BLIND DISPLAY: Redhill.

**HOOLEY (from WEST CROYDON BUS STATION)**

Buses proceed from London Road North departing to London Road North. Set down in London Road North (BP3014 - Dean Lane, Last Stop on LOR: BP3014 - Dean Lane) and pick up in London Road North (BP3032 - Glebe Road, First Stop on LOR: BP3032 - Glebe Road).

AVAILABILITY: At any time.

OPERATING RESTRICTIONS: **Turning Point Only - Buses must not stand**

BLIND DISPLAY: Hooley.

**MERSTHAM STATION**

From West Croydon Bus Station.

Buses proceed from London Road North via Merstham High Street, Station Road North and Station Road departing to Merstham High Street. Set down in Merstham High Street, At stop A (BP3028 - Merstham Station #, Last Stop on LOR: BP3017 - Church Hill) and pick up in Merstham High Street, At stop A (BP3028 - Merstham Station #, First Stop on LOR: BP3028 - Merstham Station #).

AVAILABILITY: At any time.

OPERATING RESTRICTIONS: **Turning Point Only - Buses must not stand**

BLIND DISPLAY: Merstham Station.

**COULSDON, BRIGHTON ROAD, LION GREEN ROAD**

Public stand for one bus on west side of Brighton Road, commencing at a point 60 metres north of the centre of Lion Green Road and extending 12 metres north.

From Redhill.

Buses proceed from Brighton Road direct to stand, departing via Brighton Road, Farthing Way, Farthing Way Roundabout and Farthing Way to Brighton Road. Set down in Brighton Road, at Alighting Point (4404 - Coulsdon Town Station #, Last Stop on LOR: 4404 - Coulsdon Town Station #) and pick up in Brighton Road, at Stop D (20678 - Lion Green Road, First Stop on LOR: 12432 - Coulsdon Town Station #).

From West Croydon Bus Station.

Buses proceed from Brighton Road via Farthing Way Roundabout and Brighton Road to stand, departing to Brighton Road. Set down in Brighton Road, at Alighting Point H (12433 - Coulsdon South Station #, Last Stop on LOR: 12433 - Coulsdon South Station #) and pick up in Brighton Road, at Stop G (12434 - Coulsdon South Station #, First Stop on LOR: 12434 - Coulsdon South Station #).

AVAILABILITY: At any time.

OPERATING RESTRICTIONS: Unscheduled curtailments only.

MEAL RELIEFS: No meal relief vehicles to stand at any time.

FERRY VEHICLES: No ferry vehicles to park on stand at any time.

BLIND DISPLAY: Coulsdon.

**PURLEY, WHYTECLIFFE ROAD**

Public stand for three buses on east side of Whytecliffe Road South, commencing 5 metres north of the north flank wall of No 52 and extending 33 metres north.

From Redhill.

Buses proceed from Brighton Road via Purley Cross, Brighton Road and Whytecliffe Road South to stand, departing via Whytecliffe Road South, Purley Road and Purley Cross to Brighton Road. Set down in Brighton Road, at Stop W (4391 - Purley Tesco, Last Stop on LOR: 4391 - Purley Tesco) and pick up in Brighton Road, at Stop U (14631 - Purley Tesco, First Stop on LOR: 14631 - Purley Tesco).

From West Croydon Bus Station.

Buses proceed from Russell Hill Road via Brighton Road and Whytecliffe Road South to stand, departing via Whytecliffe Road South, Purley Road, Purley Cross and Brighton Road to Banstead Road. Set down in Russell Hill Road, at Stop C (R0719 - Purley Cross, Last Stop on LOR: R0719 - Purley Cross) and pick up in Banstead Road, at Stop Y (12450 - Purley Library, First Stop on LOR: 12450 - Purley Library).

AVAILABILITY: At any time.

OPERATING RESTRICTIONS: Unscheduled curtailments only.

MEAL RELIEFS: No meal relief vehicles to stand at any time.

FERRY VEHICLES: No ferry vehicles to park on stand at any time.

BLIND DISPLAY: Purley.

**PURLEY WAY, COLONNADES**

Public stand for two buses in lay-by on approach road to Colonnades complex.

From Redhill.

Buses proceed from Pampisford Road via Waddon Way, Purley Way and Approach Road To Colonnades Complex to stand, departing via Approach Road To Colonnades Complex, Purley Way and Waddon Way to Pampisford Road. Set down in Pampisford Road, GV (BP584 - St Giles School, Last Stop on LOR: BP584 - St Giles School) and pick up in Pampisford Road, GZ (BP1999 - St Giles School, First Stop on LOR: BP1999 - St Giles School).

From West Croydon Bus Station.

Buses proceed from Haling Park Road via Waddon Way, Purley Way and Approach Road To Colonnades Complex to stand, departing via Approach Road To Colonnades Complex, Purley Way and Waddon Way to Haling Park Road. Set down in Haling Park Road, GY (BP577 - Heath Close, Last Stop on LOR: BP577 - Heath Close) and pick up in Haling Park Road, GW (BP575 - Haling Park Gardens, First Stop on LOR: BP575 - Haling Park Gardens).

AVAILABILITY: At any time.

OPERATING RESTRICTIONS: Unscheduled curtailments only.

MEAL RELIEFS: No meal relief vehicles to stand at any time.

FERRY VEHICLES: No ferry vehicles to park on stand at any time.

BLIND DISPLAY: Purley Way, Colonnades.

**SOUTH CROYDON, SWAN & SUGAR LOAF (from Redhill)**

Buses proceed from Warham Road via Selsdon Road, Bartlett Street and Brighton Road departing to Warham Road. Set down in Warham Road, At stop K (R0523 - Warham Road / Brighton Road, Last Stop on LOR: R0523 - Warham Road / Brighton Road) and pick up in Warham Road, At stop K (17458 - Warham Road / Brighton Road, First Stop on LOR: 17458 - Warham Road / Brighton Road).

AVAILABILITY: At any time.

OPERATING RESTRICTIONS: **Turning Point Only - Buses must not stand**

BLIND DISPLAY: South Croydon, South End.

**CROYDON, ST GEORGE'S WALK (from Redhill)**

New Stand created on St Georges Walk for Croydon High Street Closure.

Buses proceed from Park Street via St George's Walk to stand, departing via St George's Walk, Fell Road, Croydon Flyover, Park Lane, Park Street and St George's Walk to Katharine Street. Set down in Park Street, At Stop KJ (BP1585 - Park Street, Last Stop on LOR: BP1585 - Park Street) and pick up in Park Street, At Stop KJ (BP1585 - Park Street, First Stop on LOR: 10829 - Coombe Road).

AVAILABILITY: At any time.

OPERATING RESTRICTIONS: No more than 2 buses on Route 405 should be scheduled to stand at any one time.

MEAL RELIEFS: No meal relief vehicles to stand at any time.

FERRY VEHICLES: No ferry vehicles to park on stand at any time.

BLIND DISPLAY: Croydon Town Centre.

**WEST CROYDON BUS STATION**

Private stand for 13 buses in West Croydon Bus Station on east side of Station Road.

Buses proceed from Poplar Walk via St Michael's Road and West Croydon Bus Station to stand, departing via West Croydon Bus Station to Station Road. Set down in St Michael's Road, At Bus Stop B8 (BP2300 - West Croydon Bus Station, Last Stop on LOR: SL30 - Whitgift Centre) and pick up in West Croydon Bus Station, At Stop B2 (BP6116 - West Croydon Bus Station, First Stop on LOR: 34317 - Whitgift Centre).

AVAILABILITY: At any time.

OPERATING RESTRICTIONS: Unscheduled curtailments only

MEAL RELIEFS: No meal relief vehicles to stand at any time.

FERRY VEHICLES: No ferry vehicles to park on stand at any time.

BLIND DISPLAY: West Croydon.

|  |  |
| --- | --- |
| **FRAMEWORK AGREEMENT**  **NO: QC0033** | **ROUTE AGREEMENT**  **NO: QX75401** |
|  |  |
|  | **ROUTE: 405D** |

**SCHEDULE IB**

**WORKING TIMETABLE, PEAK VEHICLE REQUIREMENTS, AND SCHEDULED IN SERVICE MILEAGE**

The following quantities of vehicles shall be used to operate the Services and constitute the “Peak Vehicle Requirement” (PVR) by day type and time of day in respect of the Services

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Working Timetable** | | | **Number of Vehicles In Service** | | | | **Daily Scheduled In Service Miles** | **Number of Days** | **Scheduled in Service Mileage** |
|  | Reference  No. | Effective Date | Vehicle  Type\*\* | AM  PVR | Midday  PVR | PM  PVR | Evening PVR | Per Day | Days | Days |
| Mondays to Fridays \* | 405D-60375-MFSc-SL-1-1 | 08/11/21 |  | 2 | N/A | 1 | N/A | 11.52 | 195 | 2,246.40 |
|  |  |  |  |  |  |  |  | **Total Scheduled In Service Mileage** | **195** | **2,246.40** |

\* Schooldays only operation. No Service shall operate on Saturdays, Sundays, School or Public Holidays.

\*\* See Schedule IIA Part 1.

The AM PVR is the maximum quantity of vehicles in service between 07.00 hours and 09.30 hours on Mondays to Fridays.

The PM PVR is the maximum quantity of vehicles in service between 16.00 hours and 18.30 hours on Mondays to Fridays.

|  |  |
| --- | --- |
| **FRAMEWORK AGREEMENT**  **NO: QC0033** | **ROUTE AGREEMENT**  **NO: QX75401** |
|  |  |
|  | **ROUTE: 405D** |

**SCHEDULE IC**

**SPECIAL CONDITIONS AND VARIATIONS FROM**

**ANNEX B TERMS AND CONDITIONS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. | | Early Termination Date  (clause 27.9) | 1 November 2024 | |
| 2. | | Sponsored Route  (clause 27.10) | No | |
| 3. | | Multiple Termination  Clause 27.11 to apply | No | |
| 4. | | Is the Operator permitted to accept advertising on the vehicles? (clause 20 of Annex B) | Yes | |
| 5. | | Incentive Provisions – Do the Incentive Provisions apply? (clause 46) | No | |
| 6. | | Spare Vehicles – Any spare vehicles required for the provision of the Services shall be provided from within the Operator’s overall garage resources. | | |
| 7.  8. | | Existing Vehicles – The Operator shall ensure that all vehicles entering service on this route undergo refurbishment to the March 2014 Refurbishment Specification prior to entering service.  Route Risk Assessment - The Corporation acknowledges receipt of the Route Risk Assessment pertaining to route 705D. | | |
| 9. | Variable Start and Finish Times    The Corporation may at any time, without the consent of the Operator, require  the Operator to implement a variation or variations to the Services such that:   1. the start and finish times for each journey are later or earlier by up to 20 minutes than at the Commencement Date; and 2. afternoon journeys are operating earlier than at the Commencement Date.   There will be no effect on Contract Price due to the variation or variation. | | |
|  |  | | |
| 10. | Contract Price Adjustment – applied from Tranche 730 onwards:  Paragraph 9.2.2 is deleted and replaced by the following:  The percentage price adjustment (R) is a 12-month rolling average given by: -  Where:   |  |  |  | | --- | --- | --- | | W | = | 0.85 representing the proportion of the Contract Price that is to be adjusted by movement in the Consumer Price Index. | | Pi+1 | = | The Consumer Prices Index published for the month that is i+1 month prior to the anniversary of the Date of Tender as set out in Table D7BT published by the Office for National Statistics (ONS). | | Pi+13 | = | The Consumer Prices Index published for the month that is i+13 months prior to the anniversary of the Date of Tender as set out in Table D7BT published by the Office for National Statistics (ONS). |   For the avoidance of doubt 15% of the prevailing Contract Price is non- adjustable. | | |

|  |  |
| --- | --- |
| **FRAMEWORK AGREEMENT**  **NO: QC0033** | **ROUTE AGREEMENT**  **NO: QX75401** |
|  |  |
|  | **ROUTE: 405D** |

**SCHEDULE ID**

**MINIMUM PERFORMANCE STANDARDS**

|  |  |
| --- | --- |
| Minimum Operated Mileage Standard | 100% |
| Minimum Performance Standard  Departing on Time: | No less than 100.0% |

|  |  |
| --- | --- |
| **FRAMEWORK AGREEMENT**  **NO: QC0033** | **ROUTE AGREEMENT**  **NO: QX75401** |
|  |  |
|  | **ROUTE: 405D** |

**SCHEDULE IIA**

**VEHICLE SPECIFICATION**

This Schedule comprises the following:

Part 1 Vehicle Description

Part 2 No longer used

|  |  |
| --- | --- |
| **FRAMEWORK AGREEMENT**  **NO: QC0033** | **ROUTE AGREEMENT**  **NO: QX75401** |
|  |  |
|  | **ROUTE: 405D** |

**SCHEDULE IIA**

**PART 1 - VEHICLE DESCRIPTION**

The vehicles approved for use in the Services shall be

|  |  |
| --- | --- |
|  | **Vehicle Type A** |
| Chassis Manufacturer and Type |  |
| Body Manufacturer and Type |  |
| Single or Double Deck |  |
| Upper Deck Air Cooling System |  |
| Minimum Seating Capacity |  |
| Maximum Standing Capacity |  |
| Maximum Length |  |
| Maximum Width |  |
| Number of Doors |  |
| Year of Manufacture |  |
| Engine Type (Including Euro Rating) |  |

Notes:

Where appropriate the utilisation of the respective Vehicle Types is shown in Schedule IB.

|  |  |
| --- | --- |
| **FRAMEWORK AGREEMENT**  **NO: QC0033** | **ROUTE AGREEMENT**  **NO: QX75401** |
|  |  |
|  | **ROUTE: 405D** |

**SCHEDULE IIIA**

**FARE CHART**

The Fare chart relating to this Route Agreement will be provided by the Corporation prior to the Commencement Date and from time to time during the life of the Route Agreement.

In accordance with Schedule II of the Route Agreement, a current fare chart shall be displayed or be available for inspection by members of the public on each vehicle used to operate the Services.

The Operator’s obligations in respect of fare collection arrangements, ticket checking and inspection remain unchanged.

|  |  |
| --- | --- |
| **FRAMEWORK AGREEMENT**  **NO: QC0033** | **ROUTE AGREEMENT**  **NO: QX75401** |
|  |  |
|  | **ROUTE: 405D** |
|  | **VERSION NO: 00** |
|  | **EFFECTIVE DATE: 30 OCTOBER 2021** |

**SCHEDULE IVA**

### CONTRACT PRICE AND OTHER FINANCIAL DETAILS

1. Contract Price £ 112,500.00 per annum

1. Period Contract Payment £ 8,653.85

3. Scheduled In Service Mileage 2,246.40 miles p.a.

1. Deduction Figure 50.08 per mile

5. Date of Tender 27 October 2020

1. Contract Price Adjustment – The basis upon which the Contract Price

shall be adjusted is as set out in paragraph 9.2 of Schedule IVB.