NO: QC0009

ROUTE AGREEMENT NO: QC82602

**ROUTE: H91** 

### **ROUTE AGREEMENT**

THIS ROUTE AGREEMENT is dated the TENTH day of MARCH 2023.

### 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

(2) METROLINE TRAVEL LIMITED of company number 2328401 and whose registered office is at Comfortdelgro House, 329 Edgware Road, Cricklewood, London, NW2 6JP (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 18 May 2022 and the Services commenced on 4 March 2023 (the "Commencement Date"). This Route Agreement shall continue in force until 3 March 2028 (the "Expiry Date") unless earlier terminated in accordance with the provisions of the Framework Agreement or this Route Agreement.

| Signed on behalf of the Corporation by     | Signed on behalf of the<br>Operator by: |  |  |
|--|---|--|--|
| Signature:                                 | Signature:                              |  |  |
| Name: TOM CUNNINGTON                       | Name:                                   |  |  |
| Position: HEAD OF BUS BUSINESS DEVELOPMENT | Position:                               |  |  |

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### 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

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### **SCHEDULE IA**

### ROUTE REQUIREMENTS AND ROUTE DESCRIPTION

### PART 1 - ROUTE REQUIREMENTS

#### 1. **Terminal Points**

Route number H91 shall operate in accordance with the Working Timetable contained in Schedule IB and the Public Timetable in Schedule IA Part 2.

#### 2. **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:

Brentford Garage (AH) Armchair House Commerce Road Brentford **TW8 8LZ** 

#### 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.

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### **SCHEDULE IA**

### **ROUTE REQUIREMENTS AND ROUTE DESCRIPTION**

# **PART 2 – ROUTE DESCRIPTION**

1. Route Description -

As detailed on the attached Route Description.

2. Public Timetable -

Due to the widespread use of Stop Specific Timetables (SSTT), Public Timetables are no longer being issued.

### **LONDON BUSES - ROUTE DESCRIPTION**

**ROUTE H91: Hounslow West Station - Hammersmith Bus Station** 

**Date of Structural Change:** 4 March 2023. **Date of Service Change:** 4 March 2023.

Reason for Issue: New Contract.

### STREETS TRAVERSED

<u>Towards Hammersmith Bus Station:</u> Hounslow West Station Forecourt, Bath Road, Vicarage Farm Road, Great West Road, Chiswick Roundabout, Chiswick High Road, King Street, Studland Street, Glenthorne Road, Beadon Road, Hammersmith Broadway, Hammersmith Bus Station Northern Entrance Ramp, Hammersmith Bus Station High Level.

<u>Towards Hounslow West Station:</u> Hammersmith Bus Station High Level, Talgarth Road, Queen Caroline Street, King Street, Chiswick High Road, Chiswick Roundabout, Great West Road, Vicarage Farm Road, Bath Road, Hounslow West Station Forecourt.

# <u>AUTHORISED STANDS, CURTAILMENT POINTS, & BLIND</u> DESCRIPTIONS

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

### **HOUNSLOW WEST STATION**

Private stand for one bus in station forecourt commencing at lamp standard N801 extending 16 metres northwest.

Buses proceed from Hounslow West Station Forecourt direct to stand, departing to Hounslow West Station Forecourt. Set down in Hounslow West Station Forecourt, at Stop B (35737 - Hounslow West Station <>, Last Stop on LOR: 35737 - Hounslow West Station Forecourt, at Stop B (35737 - Hounslow West Station <>, First Stop on LOR: 35737 - Hounslow West Station <>).

AVAILABILITY: At any time.

OPERATING RESTRICTIONS: No more than 2 buses on Route H91 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: Hounslow West.

### **GREAT WEST ROAD, EALING ROAD (from Hounslow West Station)**

Buses proceed from Great West Road departing to Great West Road. Set down in Great West Road, at Stop BU (3314 - Ealing Road, Last Stop on LOR: 3314 - Ealing Road) and pick up in Great West Road, at Stop BW (R0221 - Windmill Road, First Stop on LOR: R0221 - Windmill Road).

AVAILABILITY: At any time.

OPERATING RESTRICTIONS: Turning Point Only - Buses must not stand

BLIND DISPLAY: Great West Road, Ealing Road.

### **GUNNERSBURY, CHISWICK ROUNDABOUT (from Hounslow West Station)**

Buses proceed from Great West Road via Gunnersbury Roundabout departing to Great West Road. Set down in Great West Road, at Stop R (R0226 - Chiswick Roundabout / Gunnersbury, Last Stop on LOR: R0226 - Chiswick Roundabout / Gunnersbury) and pick up in Great West Road, at Stop M (14873 - Chiswick Roundabout / Gunnersbury, First Stop on LOR: 14873 - Chiswick Roundabout / Gunnersbury).

AVAILABILITY: At any time.

OPERATING RESTRICTIONS: Turning Point Only - Buses must not stand

BLIND DISPLAY: Chiswick Roundabout.

# GUNNERSBURY, CHISWICK ROUNDABOUT (from HAMMERSMITH BUS STATION)

Buses proceed from Chiswick High Road via Chiswick Roundabout departing to Chiswick High Road. Set down in Chiswick High Road, at stop J (6159 - Power Road, Last Stop on LOR: 6159 - Power Road) and pick up in Chiswick High Road, at stop K (6158 - Thorney Hedge Road, First Stop on LOR: 6158 - Thorney Hedge Road).

AVAILABILITY: At any time.

OPERATING RESTRICTIONS: Turning Point Only - Buses must not stand

BLIND DISPLAY: Chiswick Roundabout.

### **TURNHAM GREEN, CHISWICK HIGH ROAD (from Hounslow West Station)**

Public stand for one bus on south side of Chiswick High Road, commencing at a point 46 metres east of and opposite Belmont Road and extending 12 metres east. Buses proceed from Chiswick High Road via Town Hall Avenue, Heathfield Terrace and Chiswick High Road to stand, departing to Chiswick High Road. Set down in Chiswick High Road, at Stop S (R0209 - Chiswick Road, Last Stop on LOR: R0209 - Chiswick Road) and pick up in Chiswick High Road, at Stop CV (133 - Turnham Green Church, First Stop on LOR: 133 - Turnham Green Church).

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: Turnham Green, Church.

# TURNHAM GREEN CHURCH, CHISWICK HIGH ROAD (from HAMMERSMITH BUS STATION)

Public stand for one bus on south side of Chiswick High Road, commencing at a point 46 metres east of and opposite Belmont Road and extending 12 metres east. Buses proceed from Chiswick High Road direct to stand, departing via Chiswick High Road, Town Hall Avenue and Heathfield Terrace to Chiswick High Road. Set down in Chiswick High Road, at stop SS (1039 - Chiswick Police Station, Last Stop on LOR: 1039 - Chiswick Police Station) and pick up in Chiswick High Road, at stop GG (33871 - Clifton Gardens, First Stop on LOR: 33871 - Clifton 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: Turnham Green, Church.

### **RAVENSCOURT PARK (from Hounslow West Station)**

Buses proceed from King Street via Studland Street, Glenthorne Road and Dalling Road departing to King Street. Set down in King Street, at Stop C (6144 - Dalling Road, Last Stop on LOR: 6144 - Dalling Road) and pick up in King Street, at Stop D (BP1501 - Ravenscourt Park Station <>, First Stop on LOR: BP1501 - Ravenscourt Park Station <>).

AVAILABILITY: At any time.

OPERATING RESTRICTIONS: Turning Point Only - Buses must not stand

BLIND DISPLAY: Ravenscourt Park.

### HAMMERSMITH BUS STATION, UPPER LEVEL, STAND Z1

Private stand for 2 buses in Hammersmith Upper Level Bus Station at Stop Z1. Buses proceed from Hammersmith Bus Station High Level direct to stand, departing to Hammersmith Bus Station High Level. Set down in Hammersmith Bus Station High Level, at Stop Z1 (R0874 - Hammersmith Bus Station, Last Stop on LOR: R0874 - Hammersmith Bus Station) and pick up in Hammersmith Bus Station High Level, at Stop B (R0876 - Hammersmith Bus Station).

AVAILABILITY: At any time.

OPERATING RESTRICTIONS: No more than 2 buses on Route H91 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: Hammersmith, Bus Station.

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### **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<br>In Service Miles | Number of Days                     | Scheduled in<br>Service<br>Mileage |            |
|-------------------------------|-------------------------|-------------------|-------------------------------|-----------|---------------|-----------|-------------------------------------|------------------------------------|------------------------------------|------------|
|                               | Reference<br>No.        | Effective<br>Date | Vehicle<br>Type**             | AM<br>PVR | Midday<br>PVR | PM<br>PVR | Evening<br>PVR                      | Per Day                            | Days                               | Days       |
| Mondays to<br>Fridays (SDO)   | H91-60079-<br>ML-MFSc-1 | 06/03/23          | A                             | 14        | 12            | 14        | 5                                   | 1,554.00                           | 195                                | 303,030.00 |
| Mondays to<br>Fridays (NSD)   | H91-60079-<br>ML-MFHo-1 | 04/03/23          | Α                             | 12        | 12            | 14        | 5                                   | 1,554.00                           | 55                                 | 85,470.00  |
| Saturdays &<br>Good Friday    | H91-60079-<br>ML-Sa-1   | 04/03/23          | Α                             | N/A       | 12            | N/A       | 5                                   | 1,421.91                           | 56                                 | 79,626.96  |
| Sundays &<br>Public Holidays* | H91-60079-<br>ML-Sa-1   | 05/03/23          | Α                             | N/A       | 8             | N/A       | 5                                   | 1,041.18                           | 58                                 | 60,388.44  |
|                               |                         | •                 |                               |           | •             | •         | •                                   | Total Scheduled In Service Mileage | 364                                | 528,515.40 |

Excluding Christmas Day and Good Friday 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 15.00 hours and 18.30 hours on Mondays to Fridays.

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### **SCHEDULE IC**

# SPECIAL CONDITIONS AND VARIATIONS FROM ANNEX B TERMS AND CONDITIONS

1. Early Termination Date 6 March 2026 (clause 27.9)

- 2. Sponsored Route (clause 27.10)
- 3. Multiple Termination No Clause 27.11 to apply
- 4. Is the Operator permitted to accept advertising on the vehicles? (clause Yes 20 of Annex B)
- 5. Incentive Provisions Do the Incentive Provisions apply? (clause 46)

  Yes \*
  - \* For this Route Agreement, clause 46 of Annex B of the Framework Agreement shall be deleted in its entirety and replaced by the following clause:
  - "46. INCENTIVE PROVISIONS
  - 46.1 The provisions contained in this Route Agreement in relation to Performance Payments only and not the Contract Extension Criteria shall for the purposes of this clause 46 be referred to as the "Incentive Provisions".
  - 46.2 The following Contract Extension Criteria provisions shall not apply to this Route Agreement:
    - 46.3.1 clause 2 and clause 44.2; and 46.3.2 Schedule IX in its entirety.

All other provisions of the Route Agreement shall continue to apply provided that where any other part of the Route Agreement relates to or can reasonably be inferred as relating to clauses 46.3.1 or 46.3.2 or any part thereof, such parts shall apply mutatis mutandis."

- 6. Spare Vehicle The Operator shall ensure that the following number of spare vehicles, which are specified in Schedule IIA Part 1, are available for the provision of the Services.
- 7. Existing Vehicles The Operator shall ensure that all vehicles entering service are refurbished in accordance with the New Routemaster Refurbishment Side Letter Agreement.
- 8. Route Risk Assessment The Corporation acknowledges receipt of the Route Risk Assessment pertaining to route H91.
- 9. 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: -

R = W x 
$$\frac{1}{12}$$
 x  $\sum_{i=1...n}^{n=12} \frac{P_{i+1} - P_{i+13}}{P_{i+13}}$ 

Where:

W = 0.85 representing the proportion of the Contract Price that is to be adjusted by movement in the Consumer Price Index.

P<sub>i+1</sub> = 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).

P<sub>i+13</sub> = 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.

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# **SCHEDULE ID**

# **MINIMUM PERFORMANCE STANDARDS**

| Minimum Operated Mileage Standard                                     | 98%  |  |  |  |
|---|--|--|--|--|
| Route Categorisation  | High Frequency Route                         |  |  |  |
| Initial Minimum Performance Standard (1 April 2023 to 5 January 2024) | Excess Wait Time = 1.02 Minutes              |  |  |  |
| Minimum Performance Standard  | Excess Wait Time = 1.00 Minute               |  |  |  |
| Method of monitoring QSI Performance                                  | Full iBus                                    |  |  |  |
| QSI Coverage Locations  | See attached list of Full iBus QSI Locations |  |  |  |
| QSI Threshold   | Not Applicable                               |  |  |  |

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# **SCHEDULE ID - ATTACHMENT**

| OUT<br>DIRECTION     |                                      | BACK<br>DIRECTION    |                                      |
|----------------------|--------------------------------------|----------------------|--------------------------------------|
| Timing Point<br>Code | Stop Name                            | Timing Point<br>Code | Stop Name                            |
| HWSTSN               | Hounslow West Station <>             | HAMMBU               | Hammersmith Bus<br>Station           |
| LAMPBH               | Lampton Road                         | V GR                 | Stamford Brook Bus<br>Garage         |
| OSTYSL               | Gillette Corner                      | TURNCH               | Turnham Green Church                 |
| BTFDER               | Ealing Road                          | GUNNRA               | Chiswick Roundabout /<br>Gunnersbury |
| GUNNRA               | Chiswick Roundabout /<br>Gunnersbury | BTFDER               | Ealing Road                          |
| TURNCH               | Turnham Green Church                 | OSTYSL               | Gillette Corner                      |
| V GR                 | Stamford Brook Bus<br>Garage         | LAMPBH               | Lampton Road                         |

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# **SCHEDULE IIA**

# **VEHICLE SPECIFICATION**

This Schedule comprises the following:

Vehicle Description Part 1

No longer used Part 2

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# **SCHEDULE IIA**

# **PART 1 - VEHICLE DESCRIPTION**

The vehicles approved for use in the Services shall be

|                                     | Vehicle Type A          |
|-------------------------------------|-------------------------|
| Chassis Manufacturer and Type       | Wrightbus               |
| Body Manufacturer and Type          | New Routemaster         |
| Single or Double Deck               | Double Deck             |
| Upper Deck Air Cooling System       | Yes                     |
| Minimum Seating Capacity            | 63 + 1 Wheelchair Space |
| Maximum Standing Capacity           | 18                      |
| Maximum Length                      | 11,300mm                |
| Maximum Width                       | 2,550mm                 |
| Number of Doors                     | Three                   |
| Year of Manufacture                 | 2013                    |
| Engine Type (Including Euro Rating) | Euro VI                 |

### Notes:

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

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### 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.

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**VERSION NO: 00** 

**EFFECTIVE DATE: 4 MARCH 2023** 

### **SCHEDULE IVA**

### **CONTRACT PRICE AND OTHER FINANCIAL DETAILS**

1. Contract Price £ 3,344,000.00 per annum

2. £ 257,230.77 Period Contract Payment

3. Scheduled In Service Mileage 528,515.40 miles p.a.

4. **Deduction Figure** £ 6.33 per mile

Date of Tender 5. 1 March 2022

- 6. Contract Price Adjustment – The basis upon which the Contract Price shall be adjusted is as set out in paragraph 9.2 of Schedule IVB.
- 7. The Payment Year commences on the first day of Payment Period 11 (Quarter 4), and ends on the last day of Payment Period 10 (Quarter 3), save where the Initial Payment Year applies.
- 8. Notwithstanding the provisions of paragraph 2.3 of Schedule IVD of the Framework Agreement, the Initial Payment Year shall be from 1 April 2023 (Payment Period 1, Quarter 1) to 5 January 2024 (Payment Period 10, Quarter 3).