

**INTER AUTHORITY AGREEMENT**

**IN RESPECT OF**

**METROBUS WAITING AND INFORMATION INFRASTRUCTURE**

**BETWEEN**

**BRISTOL CITY COUNCIL**

**AND**

**SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL**

**AND**

**NORTH SOMERSET DISTRICT COUNCIL**

**Between**

- (1) **THE CITY COUNCIL OF BRISTOL** of City Hall, College Green, Bristol, BS1 5TR (“**the Lead Party**”)
- (2) **SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL** of Department for Chief Executive and Corporate Resources, PO Box 300, Civic Centre, High Street, Kingswood, Bristol, BS15 0DS (“**SGC**”)
- (3) **NORTH SOMERSET DISTRICT COUNCIL** of Town Hall, Walliscote Grove Road, Weston-super-Mare, BS23 1UJ (“**NSC**”)

Individually herein referred to as “**the Party**” or “**the Lead Party**”, as the case may be, and collectively referred to as “**the Parties**” (which shall be taken to include any permitted or statutory successors or legal assigns of either of them)

**RECITALS**

- A     Whereas, the Parties share the vision of clean and green cities and believe that rapid MetroBus can reduce dependency on cars and similar means of travel by providing a fast, clean, comfortable and economical means of commuting and as such besides proving a vital civic facility to the residents can also significantly reduce carbon footprint.
- B     MetroBus service for integrated, efficient and mutually beneficial service needs to operate within respective geographical areas of all the Parties. To ensure smooth and seamless operation, the Parties have resolved to work together in an open, transparent and collaborative manner for the mutual benefit and the successful delivery of MetroBus transport operation.
- C     The Parties are legally competent and able to enter into this Agreement pursuant to Section 113 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 which grants general power of competence.
- D     The Parties’ wish to confirm their intentions and commitments to the inter authority arrangements; the key objectives, principles of collaboration, the governance structure to be put in place and the respective roles and responsibilities of the Parties during the agreement or any residual commitments after its expiry.

**Now Therefore** in consideration of mutual covenants and agreements the Parties hereinafter contained and for other good and valuable consideration in the shape of mutual benefit, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

## **1. Definitions and Interpretation**

1.1 In this Agreement unless the context otherwise requires, the following expressions have the following meanings:

**“Additional Cost”** means the money as agreed by the Joint Panel which shall be paid by SGC and NSC respectively for receiving any Additional Services;

**“Additional Services”** means the services delivered by the Lead Party over and above the Management Services as provided in Schedule 4 to this Agreement;

**“Assets”** means Bus Shelters and MetroBus Information Points;

**“the Agreement”** means this Inter Authority Agreement together with the schedules and appendices attached hereto;

**“Bus Shelters”** means specially designed shelters which will be provided at designated stops on the MetroBus route for the benefit of MetroBus commuters. For avoidance of doubt, Bus Shelters will not include any advertising concession which will be dealt with separately;

**“Commencement Date”** means the date shown on page 2 on which this Agreement is completed;

**“Contact Persons”** means a senior person appointed by each Party having sufficient knowledge of the Scoped Objectives and capable of taking decisions in urgent situations. The name of such person will be communicated to the other Parties as a first point of contact in relation to any matter concerning the Scoped Objectives;

**“Contract(s)”** means the contract(s) for the Equipment Services to be concluded between the Lead Party and the Contractor(s);

**“Contractor(s)”** means the contractor appointed under the Contract(s) to provide the Equipment Services;

**“Contract Price”** means the element(s) of the Contract Price that the Lead Party is required, under the Contract(s), to pay to the Contractor(s) on behalf of itself and the other Councils;

**“Equipment Services”** means the supply, installation and maintenance of Information Points and Bus Shelters to be provided by the Contractor(s) to the Councils;

**“Information Points”** means specially designed electronic information boards which will be installed at each MetroBus bus stop for providing multiple services to the passengers including, but not limited to, all the current information relevant to MetroBus services, electronic ticket vending facility and any specific messages by the Parties;

**“Intellectual Property”** means any copyright, patent, trade mark, computer software, registered design, technical or commercial information; know how, confidential information and other intellectual property;

**“Joint Panel”** means the joint panel as more particularly described in Clause 5 which shall have strategic management responsibility for this Agreement and whose roles and responsibilities are more particularly described in Schedule 1;

**“the Lead Party”** means Bristol City Council;

**“the Management Services”** means the services provided by the Lead Party described in Schedule 4;

**“MetroBus”** means the new bus service which will provide speedy, efficient and environmental friendly transportation service in the geographical areas of the Parties;

**“MetroBus Programme”** The overarching term for the programme involving three MetroBus Projects consisting of Ashton Vale Temple Meads (AVTM), North Fringe to Hengrove Package (NFHP) and South Bristol Link (SBL) together constituting the MetroBus network;

**“MetroBus Board”** means the overarching body comprising senior officers of all the Parties which is authorised to take all decisions in respect of Metro Bus;

**“Maintenance Costs”** means the costs payable by each Party incurred in connection with maintenance of Assets delivered under the Scoped Objectives including, but not limited to, Information Points and Bus Shelters;

**“Operational Group”** means a group comprising Contact Persons of all the Parties which will be responsible for resolving all the operational issues in respect of Information Points, Bus Shelters and other Scoped Objectives;

**“Project Groups”** means the internal groups set up by all the Parties for supervising the Scoped Objectives within their respective areas. These Project Groups shall be responsible for ensuring that their respective Parties discharge their obligations under this Agreement;

**“the Parties”** means the parties to this Agreement;

**“the Scoped Objectives”** means those projects and services identified in Schedule 2 and which will be procured by the Lead Party for others;

**“the Term”** means the term of this Agreement as detailed in Clause 3.

- 1.2 Unless the context requires otherwise, words importing the singular shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter and vice versa.
- 1.3 References to Recitals, Clauses and Schedules are, unless otherwise stated, references to recitals to, clauses of and schedules to this Agreement.
- 1.4 Any reference to a “person” shall as the context may require be construed as a reference to any individual, firm, company, body corporate, corporation, trust, government department, state, Employer or any association or partnership (whether or not having a separate legal entity).
- 1.5 The headings and the use of bold type in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- 1.6 The Schedules form part of this Agreement and shall be interpreted and construed as though set out in the main body of this Agreement.
- 1.7 References to any Act of Parliament or statutory provision shall be deemed to include any treaty, statute, statutory instrument, directive, bye law, instrument, order or regulation deriving authority therefrom or any other like legislation or document and any amendment, modification or re- enactment thereof.

## **2. Status of the Agreement**

- 2.1 The Parties agree that this Agreement shall take the form of a binding relationship, and mutual commitments between them created by the Agreement shall from the Commencement Date be construed accordingly.
- 2.2 Nothing in this Agreement shall constitute or be deemed to constitute a partnership as defined in the Partnership Act 1980 between the Parties and

none of them shall have the authority or power (nor represent themselves as having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of or to pledge the credit of the other(s) except as expressly provided for in this Agreement.

### **3. Term**

- 3.1 This Agreement shall come into effect on the Commencement Date and shall continue in force until 31 March 2030 unless terminated earlier by a party in accordance with the terms of this Agreement.

### **4. Main Objectives of the Agreement**

- 4.1 The Agreement is in furtherance of the MetroBus Programme and sets out the strategic framework in respect of commitment of the Parties to work together in collaboration to achieve financial, functional and operational oversight for the effective provision of the Scoped Objectives including Bus Shelters, Information Points and related infrastructure and facilities through the arrangements as provided in this Agreement. The Parties for achieving these overarching objectives intend to follow the following principles:

**(a) Collaborate and co-operate.**

Establish and adhere to the governance structure set out in this Agreement to ensure that activities are delivered and actions taken as required;

**(b) Be accountable.**

Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;

**(c) Be open.**

Communicate openly about major concerns, issues or opportunities relating to the Agreement or any service or project delivered thereunder;

**(d) Learn, develop and seek to achieve full potential.**

Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

**(e) Adopt a positive outlook.**

Adopt a positive and proactive manner for dealing with the emerging issues effectively and expeditiously;

**(f) Adhere to statutory requirements and best practice.**

Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation. In particular the parties agree to comply with the requirements of the Information Sharing Protocol as agreed in this Agreement;

**(g) Act in a timely manner.**

Recognise the public sensitivity and time-critical nature of the Scoped Objectives and respond accordingly to requests for support;

**(h) Deploy appropriate resources.**

Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement.

**(i) Act in good faith**

Act in good faith to support achievement of the Scoped Objectives and compliance with these principles.

4.2 In entering into this Agreement the Parties agree to act in such a way as to achieve the above aims wherever possible. This is in so far as it is reasonably practicable to do so taking account of the best interests of each Party and their respective service users; statutory and legal requirements; service objectives and availability of resources.

4.3 The Scoped Objectives for this Agreement are as set out in Schedule 2. The Scoped Objectives may be added to or removed from the list and the scope of any project or service included in the Scoped Objectives may be amended by mutual agreement in accordance with the terms of this Agreement. However no Party shall be under any obligation to add any services or projects to the list of Scoped Objectives to be commissioned and provided under this Agreement.

**5. Joint Panel**

5.1 The strategic leadership of this Agreement will be with a Joint Panel comprising Heads of Transport and Heads of Engineering of all the Parties. The Joint Panel shall be responsible for making policy decisions and resolving all the issues which remain un-resolved at the operational level.

5.2 The powers and procedure in respect of the Joint Panel has been provided in Clause 12 below and Schedule 1 to this Agreement.

## **6. Inclusion of Other Parties**

- 6.1 The Parties with mutual consent and agreement may include other neighbouring authorities if the MetroBus operation is extended to their areas as well.
- 6.2 Such new authority, before being included as a Party in this Agreement, shall confirm in writing that it agrees with all the terms and conditions of this Agreement including its Schedules.
- 6.3 Such new authority shall enter into this Agreement by deed signed by all the Parties after necessary modifications for giving effect to the changed position.

## **7. Duty of Care and Standards**

- 7.1 The Parties shall obtain all necessary consents to enter into and perform this Agreement and shall ensure that the Agreement is executed by their duly authorised representatives.
- 7.2 Each Party shall discharge its obligations to the other Parties and to their joint and respective service users with due skill, care and diligence and in accordance with its own established internal procedures or any protocol that the Parties may have agreed.

## **8. Scope of the Agreement**

- 8.1 Currently this Agreement covers the Scoped Objectives as provided in Schedule 2 to this Agreement. However, the scope of this agreement may be expanded with the mutual agreement of the Parties.
- 8.2 This Agreement shall not restrict any of the Parties from expanding MetroBus route within its geographical area. In such situation the relevant Party, amongst others, shall have the option of using the existing contracts through the Lead Party in accordance with Part II of Schedule 3



## **9. Appointment and Responsibilities of the Lead Party**

- 9.1 Bristol City Council shall be the Lead Party and in such capacity shall enter into single or multiple Contracts to achieve the Scoped Objectives of this Agreement. It will be responsible for exercising its rights under such contracts and enforcing obligations of the relevant contractors in such a way which shall ensure protection of the interests of other Parties as well.
- 9.2 The Lead Party shall follow compliant procurement procedures for selection of the Contractors to deliver the Scoped Objectives as provided in Schedule 2 to this Agreement.
- 9.3 The Lead Party shall where possible consult other Parties with regard to any material changes to any contract that may affect any or all of the Parties. Such issues shall preferably be decided during the Joint Panel meetings. If the matter is urgent a special meeting could be called at short notice to deal with the issue.
- 9.4 If any of the Parties decide to extend operation of MetroBus within its geographical area there is an option for that Party to commission the Lead Party to put in place the required contractual measures, either by extending the existing contracts or through fresh procurement, for installation and linkage of the required number of Bus Shelters and Information Points for fully integrating the extended route within the existing system.
- 9.5 The Lead Party shall be responsible for putting in place robust contractual measures with the suppliers to ensure appropriate maintenance of Information Points and Bus Shelters during the contract period.
- 9.6 In case of termination of any contract awarded by the Lead Party to achieve the Scoped Objectives, the Lead Party shall be responsible for making reasonable efforts for the exit management and procurement of a new contract to ensure continuity of service.
- 9.7 The Lead Party shall also be responsible for providing Management Services during continuance of this Agreement as provided in clause 11 below.

## **10. Responsibilities of the Parties**

- 10.1 The Parties agree as a general principle that if an asset falls within a particular area it will come under ownership and become responsibility of the Party within whose jurisdiction the assets forms except in exceptional cases where more than one Party has potential interest such as Long Ashton Park and Ride or

such similar sites in future. The matter of such multi-interest sites will be placed before the Joint Panel where the details in respect of such sites will be agreed.

- 10.2 The Parties to this Agreement shall be responsible for overseeing works and testing and final sign off of the Assets, in accordance with the agreed standards in their respective geographical area.
- 10.3 The Parties shall provide names of their respective Contact Persons who will be able to make all operational decisions and give necessary consents in relation to working of this Agreement.
- 10.4 The Parties shall be responsible for all the costs in relation to consumption of power in connection with Bus Shelters and Information Points in their respective geographical area.
- 10.5 The Parties shall be responsible for supporting the routine maintenance of Information Points and Bus Shelters, as provided in the agreement with the Contractor in their respective geographical area. For avoidance of doubt the routine maintenance shall be the responsibility of the Information Point Contractor however the Parties shall support and facilitate such Contractor where needed.
- 10.6 The Parties shall be responsible for the upkeep and security of the Information Points and Bus Shelters in their respective geographical area according to an agreed standard to ensure the same level of service throughout the MetroBus route.
- 10.7 SGC and NSC shall be responsible for supervising Bus Shelters and Information Points within their respective geographical area and identifying any faults. Such faults shall be communicated to the Lead Party as early as possible for recording in the relevant register to be maintained by the Lead Party for that purpose. The Lead Party shall take up all the faults recorded in the register with the relevant Contractor in accordance with the maintenance provisions and Key Performance Indicators provided in that Contract.
- 10.8 Production and installation of vinyl information will be undertaken by the Parties in partnership.
- 10.9 The relevant officers of other Parties shall assist the Lead Party by using all reasonable endeavours to provide such information or agreement as is it may reasonably require.

10.10 In case any Party wishes to extend MetroBus route within its own area by using contracts procured under this Agreement, in that case such Party shall be responsible for making the payments in accordance with Part II of Schedule 3.

## **11. Management Services**

11.1 The Lead Party shall also provide Management Services as provided in Schedule 4.

11.2 For performance of the Management Services NSC and SGC shall make periodic payment to BCC in accordance with the Financial Arrangement as provided in Schedule 3.

11.3 Where for the proper performance of its obligations under this Agreement, it becomes necessary for the Lead Party to undertake any service which is not mentioned in Schedule 4, it shall be deemed as an Additional Service. The Payment for such Additional Services shall be made in accordance with the mechanism provided in Schedule 3.

## **12. Governance**

### **12.1 Main Objectives**

The Agreement will be steered through a Joint Panel which will:

(a) provide strategic oversight and direction;

The Joint Panel may delegate responsibilities to a MetroBus Board. The Joint Panel will retain overall responsibility for strategic oversight and direction. Both the Joint Panel and the MetroBus Board will:

(b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;

(c) align decision-making authority with the criticality of the decisions required;

(d) be aligned with the projects and services being delivered under the Agreement;

(e) leverage existing organisational, group and user interfaces;

- (f) provide coherent, timely and efficient decision-making;
- (g) correspond with the key features of the governance arrangements set out in relation to MetroBus Programme and Quality Partnership Scheme;
- (h) agree information sharing protocol;
- (i) ensure that matters in connection with this Agreement are progressing in accordance with the MetroBus Programme;
- (j) **the MetroBus Board will** regulate its working in accordance with the decisions made by the Joint Panel.

12.2 Composition of the Joint Panel and its relationship with the MetroBus Board, as well as the overall governance structure shall be in accordance with the structure as given in **Schedule 1**.

12.3 The role and responsibilities of the Joint Panel include but are not limited to the discharge of the following functions, some of which it may delegate to the MetroBus Board:

- 12.3.1 to exercise overall control over the Agreement to ensure that activities in relation to the Scoped Services and the Additional Services are being properly managed and the progress is monitored;
- 12.3.2 to conduct relevant risk assessments in relation to all aspects of the Agreement;
- 12.3.3 to act as a body for the resolution of any dispute that may arise between the Parties;
- 12.3.4 to make arrangements and reach decisions required to be made upon termination of this Agreement;
- 12.3.5 to review the performance and success of the inter authority arrangements;
- 12.3.6 to ensure sufficient resources are allocated by the Parties for the purposes of the Agreement;
- 12.3.7 to provide strategic management and to provide assurance to the respective Parties that the key objectives are being met and that the activities in relation to the Scoped Services are progressing

within the boundaries set by this Agreement.

12.3.8 to hold quarterly meetings during the first year and subsequently every six months as a minimum during the Term to review and discuss the above and also to hold any urgent meeting upon reasonable notice to discuss and decide about any urgent matter in connection with this Agreement.

12.3.9 to deal with any complaint in relation to working of the Agreement.

### **13. Information Points Information Management**

13.1 Each Party shall be responsible for the management of its content on Information Points.

13.2 Each Party shall be authorised to send messages to its own displays on Information Points installed at MetroBus stops in their respective areas.

13.3 In exceptional circumstances and also in case of issues affecting MetroBus routes in other Parties areas, where Contact Persons of other Parties are not available, a Party will be able to message displays in other Party areas as well.

13.4 The use of Information Management mechanism as provided under this clause shall be reviewed regularly at Joint Panel meetings for improving the system to achieve the optimum benefit.

### **14. Financial Arrangements**

14.1 The details of the principles underpinning the financial contribution amount required to deliver the Scoped Objectives have been given in Part I of Schedule 3. Each Party will contribute as determined on the basis of the Contract Price and as recorded in Annex 1 to Schedule 3. The Parties have agreed to forward their respective contributions to Lead Party with 30 days of an invoice from the Lead Party who shall open a special and dedicated account for the purposes of this Agreement.

14.2 Any additional amount, if needed, required for completing the Bus Shelters and/or Information Points or any other Scoped Objective shall be agreed by the Joint Panel in accordance with the procedure provided in Part II of Schedule 3.

The agreed additional amount shall be invoiced to the relevant Party/Parties who shall pay the same with 30 days of receiving such invoice.

- 14.3 For provision of the services as provided in Schedule 4 the Lead Party shall charge Management Fee which shall be calculated and paid in accordance with Part III of Schedule 3.
- 14.4 The Lead Party shall be responsible for making payments to the Contractor or Contractors as the case may be and, subject to receipt of the required contribution amount and other terms of this Agreement, shall not require other Parties to make any payment to the Contractor/Contractors.
- 14.5 The Lead Party shall upon request at all reasonable times make available to the authorised representatives of the Parties all accounts, invoices, contracts, delivery notes, vouchers or other financial documentation of any kind held by Lead Party in connection with the purchase and maintenance of Information Points and Bus Shelters on behalf of the other Parties.
- 14.6 The Parties shall ensure that costs and expenditure incurred in connection with the purchase and maintenance of Bus Shelters on behalf of SGC and NSC are audited in accordance with the arrangements and standards applicable to the Parties.
- 14.7 In case Bus Shelter Contract and/or Information Point supply, installation and maintenance Contract require the Parties to perform certain functions in their respective areas non-performance of which could lead to a charge or penalty, in such situations each Party shall be directly responsible for paying any charges imposed by the Contractor in respect of that Authority's failure to accord with the provisions of the relevant contracts. Such amount shall be transferred to the Lead Party for onward payment to the relevant contractor.
- 14.8 Each Party shall be entitled to claim and receive from the Lead Party any payments made by a Contractor in respect of any loss suffered solely by that Party as a result of any failure by the relevant Contractor to accord with the provisions of the contract and/or any work package under that contract.
- 14.9 The Parties shall adhere to the financial arrangements as provided in Annex 1 to Schedule 3 to this Agreement.

## **15. Complaints**

- 15.1 A Party making a complaint shall provide all the necessary details to other parties for their due consideration and response.
- 15.2 Any complaints relating to the implementation and working of the Agreement shall be finally dealt with by the Joint Panel after the Parties have followed the procedure as provided in clause 15.1 above.
- 15.3 The Joint Panel keeping in view relevance of the complaint in relation to scope and working of the Agreement shall take all reasonable steps to redress the complaint.

## **16. Indemnities, Liabilities and Insurance**

- 16.1 Each Party (the "First Party"), during the functioning of this Agreement or in relation to any residual issue after its expiry, shall indemnify the other Parties (the "Other Parties") their officers employees and agents against any damage, cost, liability, loss, claim or proceedings whatsoever arising in respect of:
  - 16.1.1 any damage to property real or personal including (but not limited to) any infringement of third party patents copyrights and registered designs;
  - 16.1.2 any personal injury;
  - 16.1.3 any fraudulent or dishonest act of staff;
  - 16.1.4 any complaint or investigation by the Local Government Ombudsman/ Information Commissioner's Officer for or any similar entity;
  - 16.1.5 any statements made by an employee, agent or sub-contractor of a Party where such statements are made in their professional capacity;

in so far as such damage, cost liability loss claim or proceedings shall be due directly to any negligent act or omission or any breach of this Agreement by the First Party its officers or employees. Where the First Party has only contributed partially to the cause of any damage, cost, liability, loss, claim or proceedings, it shall only be liable to indemnify the Other Parties for such proportion of the total costs of such damage, cost, liability, loss, claim or proceedings as its contribution to the cause bears to the total damage, cost, liability, claim or

proceedings. Where the Parties are unable to agree any such apportionment the disputes procedure in Clause 17 shall apply.

- 16.2 Nothing in this Agreement shall operate to exclude or limit either Party's liability for death or personal injury arising as a result of its negligence or for fraudulent misrepresentation.
- 16.3 Except where liability may not be limited under applicable law, no Party shall be liable to the other(s) for any loss of income or any type of special indirect or consequential loss.

## **17. Dispute Resolution**

- 17.1 If any dispute arises out of the Agreement or any matter connected therewith the Parties will attempt to settle such dispute informally and in good faith. In exceptional circumstances where disputes cannot be resolved by negotiation (including escalation of the dispute resolution to the Chief Executive of each Party) and where such disputes threaten the Agreement, then the Parties will take necessary steps to settle by appropriate mediation in accordance with the mediation procedure of the Centre for Effective Dispute Resolution.

## **18. Termination**

- 18.1 Any Party may terminate the Agreement on giving not less than one year's notice in writing, unless the other parties agree to a shorter notice period. Termination of the Agreement shall not constitute termination of any existing agreement or contract entered into under it and such agreement or contract shall remain in force unless and until it is terminated in accordance with its own terms and conditions.
- 18.2 The Parties may terminate this Agreement by mutual agreement. Termination under this clause shall take effect after such reasonable period as shall be agreed by the Parties, having due regard to the nature of the reason for termination (including legislative, organisational or administrative changes and other relevant reasons). Upon termination of this Agreement in accordance with this Clause, the Parties shall comply with any agreed exit protocol and winding down procedure.
- 18.3 If this Agreement is terminated in whole or in part for any reason, the Parties agree to co-operate to ensure orderly and efficient continued management of outstanding Scoped Objectives.



- 18.4 Upon termination of this Agreement for any reason whatsoever, such termination shall have no effect on the liability of a Party for the payment of any sums arising under this Agreement, or any rights or remedies already accrued, prior to the date upon which such termination takes effect, including any sums which are or may become payable after the date on which such termination takes effect (the "Ongoing Liabilities"). In the event of such termination the Parties agree to discuss putting in place arrangements to release on a fair and equitable basis such Authority from any Ongoing Liabilities;
- 18.5 The Parties understand and agree that the obligations in relation to confidentiality and Intellectual Property rights shall survive termination.

## **19. Confidentiality Information Sharing and Audit**

- 19.1 The Parties agree to provide or make available to each other sufficient information concerning their own operations and actions and concerning staff and service user information to enable efficient operation of the Agreement and the Scoped Objectives carried out thereunder or as required to undertake risk assessments. The Parties being public bodies are subject to the provisions of the Freedom of Information Act 2000 and Data Protection Act 1998 and they shall observe all applicable provisions to remain compliant with their statutory obligations
- 19.2 The Parties in relation to this Agreement may disclose all information reasonably required by:
- 19.2.1 persons exercising a statutory function in relation to any Party including their external auditors, any relevant statutory regulatory body, other relevant Government Departments and the Parties' respective statutory Monitoring Officers/Responsible Finance Officers;
  - 19.2.2 other persons or bodies with an authorised monitoring or scrutiny function, including a Party's Scrutiny Committee, having regard to the parties obligations of confidentiality, and such information sharing protocols as may have been agreed between the Parties from time to time.
- 19.3 Except where disclosure is required or permitted by law or by any agreed information sharing protocol, each Party agrees at all times for the Term and indefinitely thereafter, to keep confidential all documents, information or papers which it receives or otherwise acquires in connection with the Agreement or the affairs of any other Party and which are marked "Confidential" or reasonably ought to be treated as confidential.

19.4 Any request to any Party under the Freedom of Information Act 2000 in respect of this Agreement, any contract entered into by the Lead Party under this Agreement or the Equipment Services shall be notified to the Joint Panel as soon as practicably possible by the receiving Party

## **20. Intellectual Property**

20.1 All intellectual property rights in any material created by or on behalf of any of the Parties for the purposes of the Agreement or in relation to the provision of the Services shall vest in the relevant Party whose employee, subcontractor or agent created the intellectual property rights or on whose behalf the intellectual property rights were created.

20.2 Subject to Clauses 20.4 and 20.5 each Party hereby grants to the other a perpetual non-exclusive royalty free licence to use, operate copy and modify their intellectual property for the purpose of the Agreement.

20.3 Each Party warrants to the other Parties that the intellectual property created by its representatives for the purposes of the Agreement or in relation to the provision of the Services under the Agreement will not infringe any third party's intellectual property rights.

20.4 Each Party ("the Indemnifying Party") shall indemnify the other Parties against any expense, liability, loss or costs arising out of any dispute or proceedings brought by a third party alleging infringement of its intellectual property rights as a result of a Party's use of the intellectual property created by the Indemnifying Party's representative for the purposes of the Agreement or in relation to the provision of the Services.

20.5 Where a Party uses another Party's intellectual property pursuant to Clause 20.2 above, this should be done on the understanding that the owner of the intellectual property shall accept no liability and give no warranty as to the suitability and fitness for purpose of any of its intellectual property, deliverables, documents and advice used for purposes other than those for which they were provided and for projects outside the remit of this Agreement.

## **21. General**

21.1 **Amendments:** - No amendment of any provision of this agreement shall be acceptable unless in writing and duly executed by all the Parties.

- 21.2 **Waiver:** - No waiver made or given by a Party under or in connection with this Agreement shall be binding or effective unless the waiver is in writing, signed by an authorized representative of the Party giving such waiver, and delivered by such Party to the other Parties. No waiver made with respect to any such right, power or remedy, in one instance will be deemed to be a waiver with respect to any other instance involving the exercise of the right, power, or remedy or with respect to any other such right, power, or remedy.
- 21.3 **Entire Agreement:** - Except where provided otherwise in this Agreement the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement.
- 214 **Severability:** - If any provision of this Agreement is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity or unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement. If any such provision of this Agreement is invalid, unenforceable or illegal, the Parties shall, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Agreement as near as possible to its original intent and effect.
- 21.5 **No Reliance:** - Each of the Parties acknowledges that it has not entered into this Agreement on the basis of and does not rely, and has not relied, upon any statement or representation, whether negligent or innocent, or warranty or other provision, whether oral, written, express or implied, made or agreed to by any Person, whether a Party to this Agreement or not, except those expressly made, given or repeated in this Agreement.
- 21.6 **Cumulative Remedies:** - Except as otherwise set forth in this Agreement, the rights, powers and remedies of each Party set forth in this Agreement are cumulative and are in addition to and without prejudice to any other right, power or remedy that may be available to such Party under this Agreement or at law or in equity.
- 21.7 **Warranties and Representations:** - Both the Parties warrant and represent that they have not misstated or concealed any fact which is material for this Agreement and that all the commitments made are backed due and lawful authority.

- 21.8 **Rights to Third Parties:** - This Agreement is personal to the Parties and no third party shall have any right in this Agreement.
- 21.9 **Governing Law and Jurisdiction:** - This Agreement shall be governed according to English Law and any issue or dispute arising under this Agreement shall be subject to the jurisdiction of Courts of England.
- 21.10 **Counterparts:** - This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by the Parties shall constitute a full, original and binding agreement for all purposes.
- 21.11 **Assignment:** - This Agreement is personal to the Parties and no party shall assign transfer or purport to assign or transfer to any other persons any of its rights or sub-contract any of its obligations under this Agreement. However, provisions of this clause shall not apply to any assignment which takes place by operation of law.
- 21.12 **No Fetters on Exercise of Local Authority Functions:** - Nothing contained in this agreement shall restrict or control exercise of the Parties' powers or functions to act as a local authority
- 21.13 **Communications:** - A communications strategy shall be agreed and implemented by the Joint Panel as early as possible for smooth flow of information.

.....  
Full Council.....Executive

IN WITNESS whereof this Agreement has been executed by the parties hereto on the  
date of this Agreement

.....  
Dated 31.05.2016  
Initials [Signature]

The Common Seal of )  
The City Council of Bristol )  
was hereto affixed in the presence of )

.....  
[Signature]  
Authorised Signatory

130746

The Common Seal of )  
South Gloucestershire District Council )  
was hereto affixed in the presence of )

.....  
Authorised Signatory



The Common Seal of )  
North Somerset District Council )  
was hereto affixed in the presence of )

.....  
Authorised Signatory

## **SCHEDULES**

**Schedule 1                      Governance Structure**

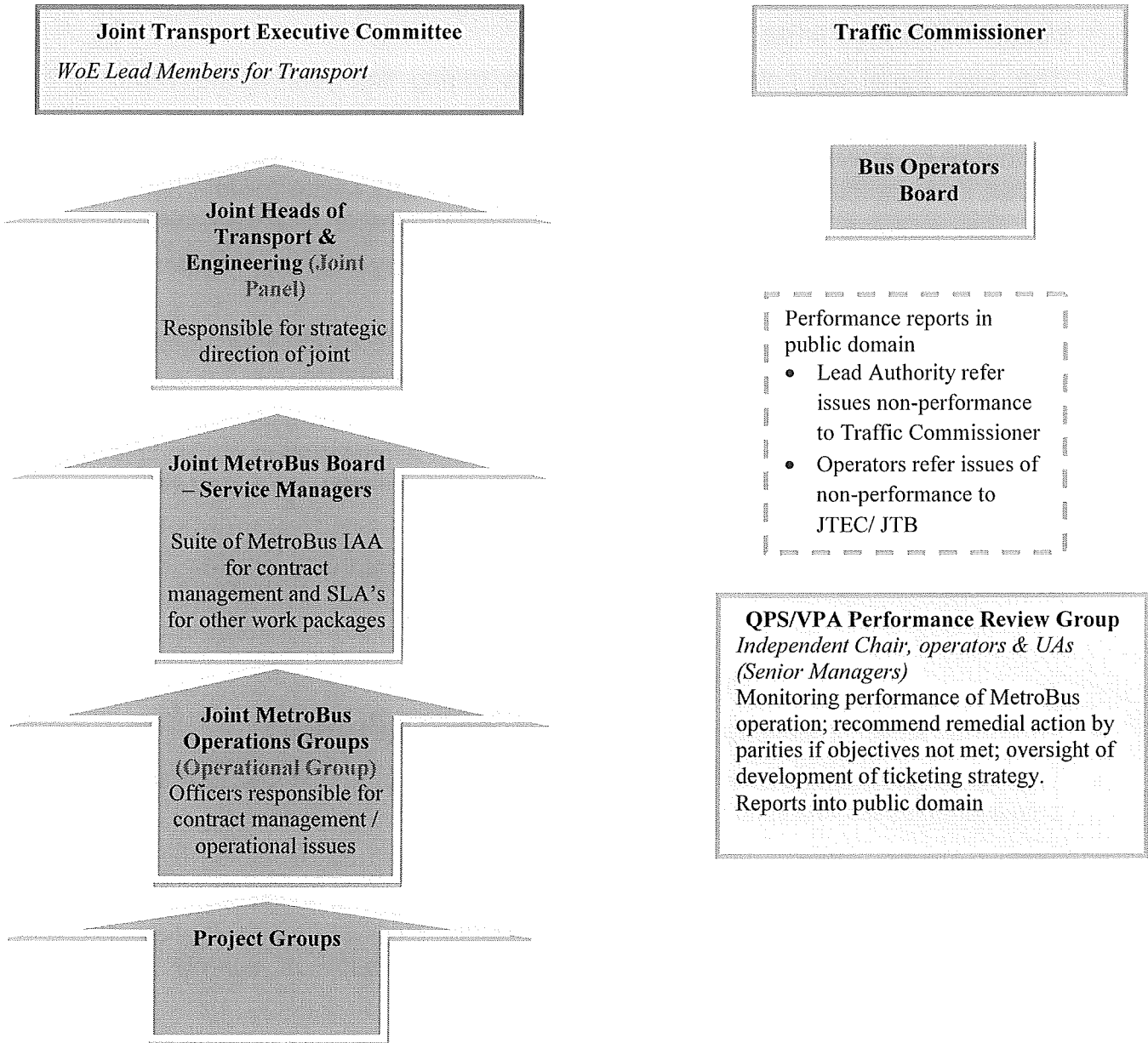
**Schedule 2                      Scoped Objectives**

**Schedule 3                      Financial Arrangement**

**Schedule 4                      Management Services**

# SCHEDULE 1

## Governance Structure and Procedure



## **Part 2**

### **Joint Panel**

- This will comprise Heads of Transport and Engineering or their authorised deputies of all the Parties.
- The Joint Panel will hold quarterly meetings during first year of the Term. Thereafter it shall hold meetings at least once in every six months.
- During these meetings the operation of this Agreement will be reviewed and issues, if any, will be discussed and appropriate decisions will be made.
- The Joint Panel, if it considers that a particular matter needs a policy decision concerning the MetroBus operation by the Parties may refer that matter for consideration by the MetroBus Board.
- The Lead Party shall be responsible for maintaining a record of these meetings and progressing decisions of the Joint Panel for implementation.
- BCC shall circulate agenda and organise venue for these meetings. The Lead Party shall arrange the venue; provide the chair and administration of the Joint Panel meetings including circulation of agenda and minutes as a part of the Management Services.
- Provisions of Clause 12 of this Agreement shall apply regarding working of the Joint panel.

### **Operational Group**

- This group shall comprise Contact Persons of each of the Parties.
- The Operational Group shall hold monthly meetings and endeavour to resolve operational issues cropping up in relation to the Scoped Objectives.
- Serious issues affecting working of this Agreement shall be escalated by this group for consideration of the MetroBus Board or Joint Panel as appropriate.
- The Lead Party shall arrange the venue; provide the chair and administration of the Operational Group Meetings including the circulation of agenda and minutes as part of the Management Services.

### **Project Groups**

- Each Party shall set up an internal Project Group for supervising working of various Contracts in its respective area awarded under the arrangements put in place by this Agreement. The composition of this group shall be at the discretion of a Party however a consideration shall be kept in view that this Group comprise of relevant persons for maximum benefit.
- These groups shall be responsible to ensure that all the obligations of a Party under this Agreement are effectively discharged.
- This group shall be responsible for engaging other stakeholders in their respective jurisdictions.



## SCHEDULE 2

### Scoped Objectives

- Procure a Contractor for supply, installation and maintenance of Information Points.
- Procure a Contractor for supply and installation and maintenance of MetroBus Bus Shelters.
- Making security arrangements for the Assets.
- Coordination with other segments of MetroBus Operation for smooth and seamless integration and effective working of this Agreement.
- Adding other Parties and making necessary variations in this Agreement to support that addition.
- To support extension of MetroBus route within the Parties generally or within the geographical jurisdiction of any particular Party.
- To agree fair financial arrangement based on number of Assets within the geographical area of each Party.
- To add any other objective with the mutual consent and agreement of the Parties.

## SCHEDULE 3

### Financial Arrangement

#### Part 1

- The Lead Party shall pay the Contract Price to the Contractor(s) on behalf of the other Parties in accordance with the provisions of these Contracts.
- The Capital cost for provision of Information Points and Bus Shelters at the MetroBus stops detailed in Annex 1 shall be borne by the respective MetroBus Project budgets by other projects or third parties as agreed by the Joint Panel. The Lead Party shall raise purchase orders with the Contractor(s) and recharge the appropriate MetroBus Projects or Parties.
- The MetroBus network shall currently include the following three links:

South Bristol Link (SBL)

Ashton Vale Temple Mead (AVTM); and

North Fringe to Hengrove Package (NFHP)

Taking the three Metrobus Links together, costs for purchasing Bus Shelters and Information Points have been apportioned between the Parties in direct proportion to the numbers of Stops within each Party's geographical area (i.e. indicator 3, in Part 4). The breakup of the cost has been provided in Annex 1 to this Schedule 3. Annex 1 contains a schedule of Assets which are the responsibility of each Party. Annex 1 will be updated as agreed by the Joint Panel when new Assets are purchased so that an accurate record of assets can inform responsibilities and costs.

- Payment for on-going revenue costs associated with the maintenance contracts for the Contractor(s) ("the Maintenance Cost") will be split based on the Assets which fall within the geographical area of each Party, except where otherwise agreed by the Joint Panel. The Lead Party shall pay the Contract Price and recharge the appropriate MetroBus Projects or Parties.
- Each Party shall be deemed to be the owners of the Assets installed in its respective areas.
- Payment for replacement capital items due to damage, theft or fire will be the responsibility of the Party within which area the Asset falls.
- When required, SGC and NSC shall pay their respective contribution regarding the capital cost to the Lead Party for payment to the Contractors for provision of Assets within 30 days of being invoiced by the Lead Party.

- The cost needed for maintaining the Assets and their functionality shall be charged on annual basis as per the amounts given in Annex 1 to this Schedule. This cost can be adjusted periodically keeping in view the indicators given in the end of this Schedule.

## **Part 2**

- If a Party wishes to extend MetroBus route within its area by opting to use contracts procured under this Agreement, it shall be responsible for all the addition capital and revenue cost incurred for that purpose. In that case such expansion shall be treated as an independent project and capital and maintenance costs shall be determined accordingly.
- In case there is a cross boundary expansion of the MetroBus route the cost shall be determined in accordance with number of Assets being added within the area of each Party.
- That additional cost in case of the cross boundary expansion would be determined by the Joint Panel as and when the need arises.

## **Part 3**

- SGC and NSC shall pay the Management Fee (see below) to BCC for performing Management Services as provided in Schedule 4.
- The Management Fee shall be a fixed charge for providing all the services including Legal and Procurement services. The basis for determining that fee shall be the number of Assets within the geographical boundaries of each of the Parties.
- The Management Fee shall be a fair and reasonable estimate of cost of various services and officer time required to provide the Management Services.
- The Management Fee shall be discussed, agreed and approved by the Joint Panel.
- The Management Fee shall be paid by each Party on quarterly basis within 30 days of raising of an invoice by the Lead Party to that effect.
- The Management Fee will be charged using a phased approach as MetroBus moves from implementation to Business as Usual (BAU) activities. The Management Fee will be introduced on a pro-rata basis with the full amount then being charged once all MetroBus routes have been launched and BAU activities are fully in operation.

- Bristol City Council has estimated that the cost to provide the Management Services described in Schedule 4 of the IAA will initially be £84200K per annum.
- The Management Fee of £84200K is to be allocated as follows:

	(1) Standing Charge	(2) Asset charge	TOTAL
BCC (54.35%)	£5000	£37,608.70	£42,608.70
SGC (40.22%)	£5000	£27,830.43	£32,830.43
NSC (5.43%)	£5000	£3,760.87	£8,760.87
<b>Totals</b>	<b>£15,000</b>	<b>£69,200</b>	<b>£84,200</b>

- From time to time other costs may arise which BCC will need to recharge to the other Parties. In such circumstances BCC will supply details of these costs to the other Parties allowing 21 days for any comments or concerns to be raised before raising an invoice. If required, any comments or concerns can be raised through the escalation process set out within this IAA.
- The Management Fee will be reviewed every 12 months.

## Part 4

- Any service considered necessary by the Lead Party to be provided in connection with the Scoped Objectives and which is not covered in Schedule 4 shall be deemed to be an Additional Service.
- The cost for any Additional Service shall be approved by the Joint Panel.
- The cost for any Additional Service shall be billed by the Lead Party separately and the remaining Parties receiving the Additional services shall pay that cost within 30 days of an invoice received by them.
- Aggregation of Indicators 1 to 4 has been used to produce agreed proportions for splitting any shared costs between the three local authorities.

**Note:** The agreed amounts payable by SGC and NSC shall be recorded in Annex 1 to this Schedule 3. The agreed amount may be re-adjusted from time to time by the Joint Panel keeping in view the following indicators:

Indicator 1: Bus Passengers Boardings (AM & PM peaks) Per Local Authority		
	Passengers Boarding	Percentage
BCC	2189	60.27%
SGC	1095	30.15%
NSC	348	9.58%
total	3632	100.00%

Indicator 2: MetroBus Service Frequency at Each Stop Per Local Authority		
	Service Frequency Per Stop	Percentage
BCC	432	63.62%
SGC	225	33.14%
NSC	22	3.24%
total	679	100.00%

Indicator 3: MetroBus Stops Per Local Authority		
	Stops	Percentage
BCC	50	54.35%
SGC	37	40.22%
NSC	5	5.43%
total	92	100.00%

Indicator 4: MetroBus Route Length Per Local Authority		
	Route Length (km)	Percentage
BCC	27.1	54.75%
SGC	19.5	39.39%
NSC	2.9	5.86%
total	49.5	100.00%

Aggregate of Indicators 1, 2, 3 and 4	
	Percentage
<b>BCC</b>	<b>58.25%</b>
<b>SGC</b>	<b>35.72%</b>
<b>NSC</b>	<b>6.03%</b>
<b>total</b>	<b>100.00%</b>

## Annex 1 to Schedule 3

### Bus Shelters

#### MetroBus Shelter - Total Capital Split

	BCC	NSC	SGC	Totals
SBL	£ 169,076.67	£ 56,014.38		£ 225,091.05
AVTM	£ 352,852.98	£ -		£ 352,852.98
NFH	£ 812,878.94		£ 891,592.61	£ 1,704,471.55
<b>totals</b>	<b>£ 1,334,808.59</b>	<b>£ 56,014.38</b>	<b>£ 891,592.61</b>	<b>£ 2,282,415.58</b>

#### MetroBus Shelter - Total Maintenance Split

	BCC	NSC	SGC	Totals
SBL	£ 5,664.26	£ 1,876.54		£ 7,540.80
AVTM	£ 13,396.56	£ -		£ 13,396.56
NFH	£ 27,232.36		£ 29,869.35	£ 57,101.71
<b>totals</b>	<b>£ 46,293.17</b>	<b>£ 1,876.54</b>	<b>£ 29,869.35</b>	<b>£ 78,039.07</b>

### Information Points

#### Total Capital split

	BCC	NSC	SGC	Totals
<b>SBL</b>	<b>£ 299,793</b>	<b>£ 149,897</b>		<b>£ 449,690</b>
<b>AVTM</b>	<b>£ 504,764</b>			<b>£ 504,764</b>
<b>NFH</b>	<b>£ 1,051,402</b>		<b>£ 1,412,944</b>	<b>£ 2,464,346</b>
<b>totals</b>	<b>£ 1,855,960</b>	<b>£ 149,897</b>	<b>£ 1,412,944</b>	<b>£ 3,418,800</b>

**Information Points Maintenance Cost: TBC**

**NOTE:** - The Parties understand and agree that the numbers provided in this Annex are indicative and not final. The Shelters for each stop are still being designed and accurate numbers will be available only after completion of the Scheme.

Similarly, "Information Points" costs shall be included in this Annex on availability of the exact figures after completion of the procurement process.

Schedule of Assets						
Stop Code	Easting	Northing	Local Authority	Stop (working name)	Shelter	iPoint
AVT01	355889	170928	NSC	Long Ashton P&R		✓
AVT02	356580	170925	BCC	Ashton Vale (Out)	✓	✓
AVT03	356574	170930	BCC	Ashton Vale (In)	✓	✓
AVT15	356702	171758	BCC	Paxton Drive (Out)	✓	✓
AVT16	356690	171780	BCC	Paxton Drive (In)	✓	✓
AVT04	356957	172143	BCC	Create (Out)	✓	✓
AVT05	356969	172150	BCC	Create (In)	✓	✓
AVT06	357532	172132	BCC	Spike Island (Out)	✓	✓
AVT07	357713	172161	BCC	Spike Island (In)	✓	✓
AVT08	358333	172106	BCC	Gaol Ferry Bridge (Out)	✓	✓
AVT09	358489	172076	BCC	Gaol Ferry Bridge (In)	✓	✓
AVT10	359048	172136	BCC	Redcliff Hill (Out)	✓	✓
AVT11	359028	172151	BCC	Redcliff Hill (In)	✓	✓
AVT12	359380	172436	BCC	Temple Meads (A)	✓	✓
AVT13	359499	173410	BCC	Cabot Circus (A1)	✓	✓
AVT14	358633	172565	BCC	Prince Street (A)	✓	✓
NFH01	358707	181052	SGC	Cribbs Causeway	✓	✓
NFH02	359641	181234	SGC	Charlton Hayes (Out)	✓	✓
NFH03	359662	181260	SGC	Charlton Hayes (In)	✓	✓
NFH04	360198	181480	SGC	Patchway District Centre (Out)	✓	✓
NFH05	360185	181498	SGC	Patchway District Centre (In)	✓	✓
NFH06	360807	182709	SGC	Aztec West (Out)	✓	✓
NFH07	360790	182647	SGC	Aztec West (In)	✓	✓
NFH08	361416	182677	SGC	Patchway Brook (Out)	✓	✓
NFH09	361259	182776	SGC	Patchway Brook (In)	✓	✓
NFH10	362137	182043	SGC	Willow Brook (Out)	✓	✓
NFH11	362155	182065	SGC	Willow Brook (In)	✓	✓
NFH12	362832	181054	SGC	Webbs Wood (Out)	✓	✓
NFH13	362714	181178	SGC	Webbs Wood (In)	✓	✓
NFH14	363131	180797	SGC	Great Meadow (Out)	✓	✓
NFH15	363024	180900	SGC	Great Meadow (In)	✓	✓
NFH16	363271	180064	SGC	Great Stoke (Out)	✓	✓
NFH17	363291	180056	SGC	Great Stoke (In)	✓	✓
NFH18	362756	178877	SGC	Harry Stoke (Out)	✓	✓
NFH19	362771	178855	SGC	Harry Stoke (In)	✓	✓
NFH20	362295	178217	SGC	UWE (Out)	✓	✓
NFH21	362317	178193	SGC	UWE (In)	✓	✓
NFH22	362368	177744	SGC	Stoke Park (Out)	✓	✓
NFH23	362415	177678	SGC	Stoke Park (In)	✓	✓
NFH24	362675	177096	BCC	Frenchay Park Road (Out)	✓	✓
NFH25	362686	177112	BCC	Frenchay Park Road (In)	✓	✓
NFH26	359355	173543	BCC	Cabot Circus (C)	✓	✓
NFH27	359197	173524	BCC	Cabot Circus (A2)	✓	✓
NFH28	358820	173362	BCC	Broadmead (C)	✓	✓
NFH29	358758	173248	BCC	Broadmead (A)	✓	✓
NFH30	358615	172957	BCC	Centre (C)	✓	✓



NFH31	358621	172927	BCC	Centre (A)	✓	✓
NFH32	358646	172547	BCC	Prince Street (C)	✓	✓
NFH33	358784	171780	BCC	Bedminster Parade (In)	✓	✓
NFH34	358885	171880	BCC	Bedminster Parade (Out)	✓	✓
NFH35	358263	171322	BCC	West Street (Out)	✓	✓
NFH36	358420	171516	BCC	East Street (In)	✓	✓
NFH37	358731	171533	BCC	Dalby Avenue (Out)	✓	✓
NFH38	357873	170610	BCC	Parson Street (In)	✓	✓
NFH39	357847	170797	BCC	Parson Street (Out)	✓	✓
NFH40	358472	169147	BCC	Novers Lane (In)	✓	✓
NFH41	358478	169176	BCC	Novers Lane (Out)	✓	✓
NFH42	358733	169272	BCC	Inns Court (In)	✓	✓
NFH43	358728	169283	BCC	Inns Court (Out)	✓	✓
NFH44	359354	169512	BCC	Filwood Broadway (In)	✓	✓
NFH45	359441	169527	BCC	Filwood Broadway (Out)	✓	✓
NFH46	359853	169124	BCC	Alverstoke (In)	✓	✓
NFH47	359873	169116	BCC	Alverstoke (Out)	✓	✓
NFH48	359881	167852	BCC	Paddock Gardens (In)	✓	✓
NFH49	359895	167848	BCC	Paddock Gardens (Out)	✓	✓
NFH50	359536	168295	BCC	Hengrove Park	✓	✓
NFH51	362352	179611	SGC	Bristol Parkway	✓	✓
NFH52	362939	179750	SGC	Parkway North (Out)	✓	✓
NFH53	362967	179800	SGC	Parkway North (In)	✓	✓
NFH54	364007	178478	SGC	Hambrook (Out)	✓	✓
NFH55	364237	178382	SGC	Hambrook (In)	✓	✓
NFH56	365897	178595	SGC	Wick Wick (Out)	✓	✓
NFH57	366166	178569	SGC	Wick Wick (In)	✓	✓
NFH58	366703	177995	SGC	Emerald Park (Out)	✓	✓
NFH59	366621	178069	SGC	Emerald Park (In)	✓	✓
NFH60	366997	177947	SGC	Science Park (Out)	✓	✓
NFH61	366982	177930	SGC	Science Park (In)	✓	✓
NFH62	367625	177244	SGC	Lyde Green P&R (Out)	✓	✓
NFH63	367629	177314	SGC	Lyde Green P&R (In)	✓	✓
NFH64	367368	177048	SGC	Emersons Green District Centre	✓	✓
SBL01	355995	170284	NSC	Brookgate (In)	✓	✓
SBL02	356002	170281	NSC	Brookgate (Out)	✓	✓
SBL03	355789	169221	NSC	Lime Kiln Roundabout (In)	✓	✓
SBL04	355883	169180	NSC	Lime Kiln Roundabout (Out)	✓	✓
SBL05	356538	168350	BCC	Highridge Road (In)	✓	✓
SBL06	356627	168279	BCC	Highridge Road (Out)	✓	✓
SBL07	357036	168181	BCC	Queens Road (In)	✓	✓
SBL08	357049	168192	BCC	Queens Road (Out)	✓	✓
SBL09	357544	168405	BCC	Hareclive Road (In)	✓	✓
SBL10	357621	168455	BCC	Hareclive Road (Out)	✓	✓
SBL11	358383	168597	BCC	Imperial Park (In)	✓	✓
SBL12	358399	168614	BCC	Imperial Park (Out)	✓	✓

**Notes**

- (In) stops where MetroBus services are heading in the direction of Bristol City Centre.
- (Out) stops where MetroBus services are heading away from Bristol City Centre.
- (A) stops in Bristol City Centre where MetroBus services are travelling in an anti-clockwise direction.
- (C) stops in Bristol City Centre where MetroBus services are travelling in a clockwise direction.

## SCHEDULE 4

### Management Services

The Lead Party shall provide the services set out below to the other Parties:

- Invoicing for all costs associated with the Contract Price.
- Organising, chairing and administering the Joint Panel meetings, and acting upon issues raised in liaison with the contractor.
- Organising, chairing and administering the Operational Group meetings.
- Organising, chairing and administering contract meetings.
- Scheduling all formal inspections for existing sites and new sites commissioned during the contract period in liaison with the contractor.
- Receiving, recording and distributing formal records of scheduled inspections, including entering records / dates on the relevant system.
- Negotiating, administering, recording and managing contract variations e.g. new Schedule of Rates items, adverse weather policy.
- Liaising with the contractor.
- Liaising with appropriate organisations (including the Parties) to retrieve the necessary data to monitor, collate and report on contractor performance.
- Monitoring, collating and reporting on contractor performance to the Joint Panel and contractor.
- Monitoring, recording, reporting and enforcing performance against targets (Key Performance Indicators, Service Level Indicators etc.).
- Maintaining regular and open communication with contractor's fault reporting, operational and management personnel.
- Monitoring of annual expenditure against the contract value stated during the procurement process.
- Facilitating data and information flow between complimentary systems, where manual intervention is required.
- Actively monitoring, reporting and acting on requests made for Exceptions.
- Other activities with the aim of managing and maintaining the Agreement as a single client for the contract.
- Production of vinyl information on behalf of SGC or NSC for installing within Information Points.