

GUILDFORD BUS STATION
LOCAL BUS OPERATORS CONDITIONS OF USE
ADOPTED AUGUST 2018

Introduction

Arriva Kent and Surrey Limited aims to provide a safe and pleasant environment for all users of Guildford Bus Station including, customers, staff, operators and tenants. In order to achieve this, Arriva Kent and Surrey seeks the full cooperation of all Operators and their employees.

The Conditions of Use, set out below, constitutes the minimum standards required of Operators using Guildford Bus Station and are designed to ensure the safety of all Guildford Bus Station users, together with allowing Operators to run services to timetable without undue hindrance or delay.

It is the responsibility of the Operator to ensure that all of their employees and agents who use Guildford Bus Station are aware of and adhere to these conditions of use.

These Conditions apply to Arriva Kent and Surrey and all Operators that use or propose to use Guildford Bus Station.

Any future Operators that wish to operate local bus services from Guildford Bus Station should submit to Arriva Kent and Surrey a request for access in writing to The General Manager, Arriva Guildford, Leas Road, Guildford Surrey GU1 4QT. Such request must include the following details:

- the full legal name of the applicant, and their PSV licence number;
- the stands, or number of stands requested;
- bus departure times and vehicle size.

Interpretation

In these Conditions these definitions apply throughout (including the Introduction above):

- a. "Arriva Kent and Surrey" shall mean, Arriva Kent and Surrey Limited, a company registered in England, company number 00114841 whose registered office address is at 1 Admiral Way, Doxford International Business Park, Sunderland SR3 3XP.
- b. "Guildford Bus Station" shall mean Guildford Bus Station, managed by Arriva Kent and Surrey and sited at Friary Bus Station, Commercial Road, Guildford Surrey GU1 4YW but shall not include any stands on Commercial Road itself.
- c. The term "stand" includes "bay" and refers to a point in Guildford Bus Station designated for the purposes of picking up or setting down customers;
- d. "Authorised persons" shall be those persons of responsibility designated by Arriva Kent and Surrey, which includes the Directors, Managers, supervisors and Guildford Bus Station attendants of Arriva Kent and Surrey;
- e. "Operator" means a local bus operator who uses, or wishes to use Guildford Bus Station for the provision of a local bus service, including Arriva Kent and Surrey in its capacity as such. References to an Operator include both existing and future Operators, unless otherwise specified.

Guildford Bus Station Opening Hours, Facilities and Layout

1. The normal and holiday operating hours of Guildford Bus Station are as follows:
 - a. Hours of operation:
 - i. 0500 – 2330, 7days per week.

- ii. On Christmas Eve and New Years Eve Guildford Bus Station closes at 2130
 - iii. Guildford Bus Station is closed on Christmas Day.
- b. The total capacity for public service vehicle buses at Guildford Bus Station is fifteen bus stands and up to six layover parking bays.
 - c. The general public have access to a cafeteria and general concourse in the Guildford Bus Station, also has a travel centre which provides travel information and offers travel tickets for sale to the general public
 - d. Taxis may be permitted to use Stands 1 or 2 on late evenings as may be agreed from time to time between Arriva Kent and Surrey and the local transport authority but Arriva Kent and Surrey shall use reasonable endeavours to ensure that no disruption is caused to Operators by such usage.
 - e. Operators shall be entitled to use the rest room, quiet area, toilets and wash facilities, duty office and drivers' eating area in the Bus Station on a fair and non-discriminatory basis.
2. Guildford Bus Station layout is set out in Appendix A to these Conditions.

Arriva Kent and Surrey's Responsibilities

3. Arriva Kent and Surrey will as manager of the Guildford Bus Station,
- a. Use reasonable endeavours to provide clean and adequate facilities at Guildford Bus Station.
 - b. Ensure that the interests of customers are given primary consideration when allocating stands.
 - c. Ensure the effective use of departure stands and to this end will not allocate services at departure intervals of less than five minutes.
 - d. Ensure that all Operators are treated in a consistent and fair manner and any dispute between Operators may be brought to the attention of Andy Isbell, General Manager who will adjudicate on the matter in the first instance.
 - e. Use reasonable endeavours to provide an information service to customers, highlighting all Operators' services either by timetable display frames, destination boards, free-standing display units and or by electronic information signs and displays.
 - f. Use reasonable endeavours to alert the travelling public of any delays or cancellations by means of electronic display or verbal/written notification, if such information is received by Arriva Kent and Surrey from Operators.
 - g. Ensure that any breach of these Conditions by an Operator and its employees is brought to the Operators attention, in writing where necessary.
 - h. Offer 6 layover bays that are offered on a "first come, first served" basis
 - i. Maintain the surfaces of the roads within Guildford Bus Station and use reasonable endeavours to ensure they are kept clean and in an appropriate state of repair.
 - j. Use reasonable endeavours to ensure appropriate lighting levels, road markings and signage.
 - k. Shall operate Guildford Bus Station on fair and reasonable terms and without unduly discriminating, (whether directly or indirectly), between Operators or between the Operator(s) and Arriva Kent and Surrey (in its capacity as a manager and user of Guildford Bus Station).

Allocation and Use of Stands

4. Operators must use only the relevant stands designated by Arriva Kent and Surrey pursuant to these terms for the boarding and alighting of passengers.
5. On receipt of an application from an Operator for an available stand, it will be reviewed by Arriva Kent and Surrey in conjunction with Surrey County Council. If there is an available space to use this stand (i.e. no less than a 5 minute window before the next departure) the space will be deemed available for allocation. Where a request cannot be accommodated due to a clash of departure times, Arriva Kent and Surrey will (where possible) seek to offer any available alternatives to the Operator being either an alternative stand, or departures spread over multiple stands (as Arriva Kent and Surrey determines).
6. All vehicles must ensure passengers alight their vehicle at the designated drop-off stand at the entrance of the Bus Station unless instructed otherwise by Arriva Kent & Surrey. If a vehicle is not immediately taking up customers it should proceed to the layover area until an allocated stand is available. In no circumstances should a vehicle obstruct a stand, or remain on a stand not allocated for its next departure or double-park. No passenger should be allowed to alight or be picked up in any area other than a designated alighting area or stand.
7. Services to a common destination, or following a common route, will be allocated, wherever possible, to the same stand, or, if this is not practicable, to a stand nearby. Preferences to stand allocations shall be first to unaltered, registered services already using the stand and then shall be to the Operator whose registration was first accepted by the Traffic Commissioner and copied to Arriva Kent and Surrey, in accordance with registration regulations.
8. Permission for an Operator to run services at Guildford Bus Station, allows the Operator to occupy the departure stand for a maximum of five minutes prior to the advertised departure time (the allocated departure period), e.g. an allocated service, destined to depart at 1105 hrs, can use the stand from 1100 to 1105 hrs maximum. Occupation of a stand prior to, or after, the allocated departure period shall be subject to monitoring by the Arriva Duty Management and taken up directly with the individual operator. Any persistent breaches will be referred to Surrey County Council who will work as an impartial facilitator when these matters arise.
9. If it is identified that there is no other schedule departure more than five minutes before the advertised departure time, an Operator can occupy the stand for a longer allocated departure period. However, at no time will an Operator be permitted to occupy a stand for longer than five minutes when this may be to the detriment of another service Operator. This includes driver relief time. This will be subject to monitoring by the Arriva Duty Management and taken up directly with the individual operator. Any persistent breaches will be referred to Surrey County Council who will work as an impartial facilitator when these matters arise.
10. All scheduled departure times must be observed. Occupation of a departure stand or bay prior to or after the allocated departure period (unless due to events outside the reasonable control of the Operator in question) shall not be permitted without prior approval of Arriva Kent and Surrey.
11. Permission to use an allocated stand in Guildford Bus Station shall be Operator specific and shall be strictly limited to one vehicle per scheduled departure. If non-registered duplicates are required, in order to meet genuine unforeseen demand only, these will be charged as separate departures. Notice of such departures should be given as far as in advance as may be possible, but in any event in writing, to the relevant Arriva Kent and Surrey authorised person within 24 hours thereafter.
12. Departure slots on stands will only be allocated to timetabled services. Arriva Kent and Surrey will not allocate all departure slots on a particular stand to an Operator, unless that Operator is actually operating with a frequency of every nine minutes or less.
13. Prior to registering a new or amended service with the Traffic Commissioner, the Operator must contact Surrey County Council to determine whether the intended service can be accommodated into Guildford Bus Station's existing schedules and agree a stand allocation. All such information will be treated in the strictest confidence.

14. As a guide additional departures will normally only be permitted from a stand or bay where there is a timetabled interval of at least ten minutes between departures previously allocated to the stand or bay. Successive departures at a lesser interval than five minutes will only be permitted with the written consent of Guildford Bus Station's General Manager which will not normally be withheld where the departures concerned are provided by the same Operator or all Operators confirm their agreement to the arrangement. In other circumstances Guildford Bus Station's General Manager may permit intervals of less than five minutes in order to offer passenger convenience.
15. Services registered as "frequent" will be assumed to be every five minutes for the purposes of charge payments if Operators want sole use of a stand.

Layover Space

16. Where a vehicle is to be left un-attended on a stand or bay for an excessive period of time, over and above what would normally be expected for a driver break or changeover, the Operator should notify the duty office. If this arrangement is required on a permanent basis then a request should be forwarded to the General Manager, Arriva Guildford. Vehicles to be left unattended in any other circumstances must be safely parked at a layover area and may be subject to the payment of the appropriate layover fee. Vehicles should never be left unattended elsewhere in Guildford Bus Station.
17. There are six layover spaces provided at Guildford Bus Station.
18. Layover spaces are for the sole use of Operators authorised by Arriva Kent and Surrey to use Guildford Bus station. Non chargeable use of layover spaces is strictly limited to a maximum period of forty-five minutes.
19. Vehicles may not use layover spaces for longer than forty-five minutes without the written permission of Guildford Bus Station's General Manager This will be subject to availability of suitable layover space and the long term use not interfering with the safe operation of Guildford Bus Station. A charge shall be payable for use of a layover space in excess of forty-five minutes.
20. No vehicle shall be parked in Guildford Bus Station between 0000 – 0500 hours without prior permission of Arriva Kent and Surrey and payment of the appropriate fee.
21. Arriva Kent and Surrey will not be liable for loss or damage sustained to or from any vehicle left unattended.

Charges

22. The Guildford Bus Station charges applicable to Operators is as follows:
 - a. **Departure Charge: £0.53 (fifty three pence); and**
 - b. **Layover Charge: £0.53 per hour/ part hour over 45 minutes (fifty three pence)**
23. The above charges (and any amendments to such charges undertaken in accordance with these Conditions) are calculated in accordance with Part 5, Regulation 5 of The Local Bus Services Market Investigation (Access to Bus Stations) Order 2012 (the "Order") and the supporting Charging Methodology published by the Competition and Markets Authority. The "Reference Peak Period" (as defined in the Order) utilised by Arriva Kent and Surrey is based on 114 scheduled local bus departures from Guildford Bus Station between the hours of 1015 and 1215 from a maximum possible number of 185 departures.
24. Arriva Kent and Surrey's scale of charges is issued annually and available on request and use of Guildford Bus Station shall be chargeable in accordance with this scale. Annual reviews on the level of charges will be effective **normally** from 1st January of each year. Arriva Kent and Surrey reserves the right to review the level of charges at lesser intervals. Arriva Kent and Surrey will give at least twenty-eight days' notice of variation of charges to Operators.
25. Operators must inform Arriva Kent and Surrey's General Manager of any occasional use of Guildford Bus Station not previously notified. Any occasional use will incur additional charges.

26. All timetabled departures on services of Operators will be automatically charged by invoice. Operators who undertake to make payments on the basis of periodic statements must do so promptly and not more than 30 days after the end of the period covered. Failure to do so will result in the withdrawal of the credit facility and payments will be required in advance in order for Guildford Bus Station facilities to continue to be provided.

Access to and Egress from Guildford Bus Station

27. All vehicles should enter and leave by the appropriate designated entrances and exits, following the traffic management system within the site. Guildford Bus Station is Drive-In-Reverse-Out (**DIRO**), Operators must instruct their employees to follow the code set out in **Appendix B**.
28. No Operator's vehicle shall be brought into Guildford Bus Station unless that vehicle is operating a scheduled departure or is an Operator's maintenance vehicle attending a disabled vehicle. Un-authorized parking of private vehicles belonging to Operators' employees is strictly prohibited. Any car parking spaces at Guildford Bus Station are strictly for use by personnel authorised by Arriva Kent and Surrey.
29. Arriva Kent and Surrey reserves the right to refuse entry to the Guildford Bus Station for services where changes have been made to these services outside of its registered particulars.
30. No repairs to vehicles will be allowed on Guildford Bus Station except minor repairs to damaged vehicles to maintain a safe departure from Guildford Bus Station. Such repairs will not be allowed on the departure stands. The said affected vehicle should be moved safely to the layover area. In all other cases the vehicle should be towed away. Operators should in all cases inform the General Manager if they require to undertake any repair to their vehicle and gain permission to proceed. Recovery vehicle must have flashing beacons and traffic cones as a minimum requirement and must be parked at the rear of the disabled vehicle to warn other Guildford Bus Station users of the hazard. The removal of Road Wheels is to be undertaken as a last resort by an operator. The Operator must inform the Arriva Duty Management of the intention prior to commencing the change. Any risk or liability (including any health and safety obligations) concerning wheel changes shall be the responsibility of the Operator who will undertake all necessary risk assessments and ensure a safe system of work is in place to protect all users of the Bus Station.
31. All vehicles should be driven with the utmost caution, strictly observing speed limits, directional signs, roadway markings, designated pedestrian crossings and other traffic commands. Right of way must be given to pedestrians and reversing vehicles. Drivers must exercise due caution and have regard for prevailing weather conditions.

Environmental Requirements

32. Arriva Kent and Surrey places considerable emphasis on preserving acceptable air quality around its passenger facilities. The running of engines should therefore be kept to an absolute minimum whilst in Guildford Bus Station, particularly at the departure stands. This will avoid the unnecessary emission of fumes to the detriment of persons and the environment in and around Guildford Bus Station. Engines must never be left running on unattended vehicles.
33. Smoking is not permitted within the full perimeter of Guildford Bus Station.
34. Operator's employees must not sweep out vehicles in Guildford Bus Station except by prior authorisation of Arriva Kent and Surrey, they are allowed reasonable use of Guildford Bus Station skips and bins for depositing quantities of rubbish or litter, including free newspapers. Arriva Kent and Surrey cleaners are not permitted to clean buses without permission of the General Manager of Guildford Bus Station.
35. Any oil or diesel spillage should be reported immediately to the Duty Manager of Guildford Bus Station or other authorised persons in order that the spillage may be cleared to prevent accidents. Operators will be required to pay for the cost of clearing up oil or diesel spillages.

36. A water point is provided for the purposes of replenishing radiators only and not for washing vehicles. Operators are responsible for the health and safety of their own employees whilst engaged in checking and/or replenishing cooling systems. The water points do not exempt Operators' employees from their responsibilities of carrying out daily maintenance tasks at their own depots.
37. It is forbidden for Operators' employees using chemical toilets to discard such contents into the drains or gutters in the Guildford Bus Station. All drivers must use only designated toilet facilities.
38. Fuelling of vehicles must not take place in Guildford Bus Station.

Repairs and Improvement Work to Guildford Bus Station

39. Arriva Kent and Surrey reserves the right to carry out urgent repairs, general and planned maintenance to Guildford Bus Station at any time. Arriva Kent and Surrey will use reasonable endeavours to minimise disruption to Operators, tenants, staff and the travelling public but will not be liable for any compensation, damages, costs or any other claims howsoever arising as a result of such work unless:
 - a. Arriva Kent and Surrey has been negligent.
 - b. Arriva Kent and Surrey has a legal liability for personal injury or death.
40. If maintenance or improvement works are required by Arriva Kent and Surrey at Guildford Bus Station, Arriva Kent and Surrey will use reasonable endeavours to minimise disruption to Operators' businesses, consulting with Operators where possible. Arriva Kent and Surrey will not be liable for any compensation, damages, costs or any other claims howsoever arising as a result of such work unless:
 - a. Arriva Kent and Surrey has been negligent.
 - b. Arriva Kent and Surrey has a legal liability for personal injury or death.

Non Standard Vehicles

41. Arriva Kent and Surrey reserves the right to deny access to Guildford Bus Station in respect of vehicles which do not fall into the category of standard double and single deck or mini buses with front entrances. This paragraph specifically refers to articulated vehicles, centre and rear entrance or open platform buses and coaches with luggage holds. It also refers to left hand drive buses and coaches. Arriva Kent and Surrey will however, endeavour to cater for such vehicles as far as possible but safety will be the principal consideration in any decision.
42. Arriva Kent and Surrey reserves the right to deny entry to any vehicle deemed to be in an un-roadworthy condition.

Accidents, Injury or Damage

43. All accidents (including vehicle with vehicle, vehicle with structure, and vehicle with persons) occurring within Guildford Bus Station must be reported immediately to the Duty Manager or other Arriva Kent and Surrey authorised persons. Full details must be confirmed in writing within 24 hours to Guildford Bus Station's Operations Manager
44. Any injury caused by an Operator's vehicle in Guildford Bus Station shall be reported immediately to the Police and the Duty Manager or other authorised persons. Full details are to be confirmed within 24 hours in writing addressed to the Operations Manager
45. Any damage to Guildford Bus Station, whether of the structure or the carriageway, howsoever caused by an Operator must be reported immediately to the Duty Manager or other authorised persons and confirmed in writing to the General Manager

Schools Buses

46. Loading and unloading of school buses is the responsibility of the Operator to whom the contract or licence has been granted. The checking of school boarding passes and other passes/permits is the responsibility of the Operator.
47. School children must only be picked up and dropped off at designated stands. Operator's employees driving school buses should be especially cautious when approaching designated school stands.

Fire Emergency

48. On occasions it may be deemed necessary to evacuate Guildford Bus Station in the event of a fire. In such circumstances all vehicles should be moved from Guildford Bus Station and services should commence from the first, en-route passenger pick up point. Spare vehicles should be taken direct to the Operator's depot or to a designated holding area.
49. No one will be allowed to re-enter Guildford Bus Station until such time that the site has been declared "safe" by the attending emergency services or the Senior Manager on duty.
50. A fire muster point will be designated from time to time by Arriva Kent & Surrey and communicated to Operators and will as at the date of these conditions be Commercial Road.

Safety

51. Safety is of primary importance within the Guildford Bus Station. Arriva Kent and Surrey will pursue a policy to achieve this through Operator co-operation. Action will be taken against Operators who fail to operate safely. Initially operators will be contacted and reminded to adhere to Guildford Bus Station Conditions; further breaches may result in a temporary ban from Guildford Bus Station and continued breaches may result in a permanent ban from the Guildford Bus Station as set out in the Breaches section of these Conditions.
52. Operators will not do, or permit their employees or agents to do, anything which may be or may become a nuisance or annoyance or cause danger to Arriva Kent and Surrey, Arriva Kent and Surrey's employees, members of the public, other persons authorised by Arriva Kent and Surrey or any other persons lawfully present in Guildford Bus Station and shall not interfere with the authorised activities of other Operators using Guildford Bus Station.
53. All Operator staff and agents must wear high visibility jackets at all times when they are in bus movement areas.
54. All Operator staff and agents must use the designated walkways at all times to get to and from their vehicles and approach buses in layover areas using designated walkways and crossing points only.
55. All Operator staff must adhere to the Guildford Bus Station Reversing Instructions posted on departure stands instructing all drivers to:-
 - Close the vehicle doors and ensure that all passengers are secure before reversing from the bay.
 - Before engaging reverse gear to ensure that hazard lights and reversing horn are switched on.
 - To de-press the footbrake, engage reverse gear, check mirrors, and around the area before moving off slowly, keeping a sharp look out for moving vehicles and hazards.
 - That if 2 buses are ready to leave at the same time, to allow the bus on the right (facing Guildford Bus Station) to reverse first.
 - To proceed with caution.
 - Full Policy at Appendix B below.
56. All lawful instructions to Operators, their employees and agents from authorised persons must be complied with. Operators and their employees are expected to be conversant with any fire, emergency or evacuation procedure specified by Arriva Kent and Surrey's Guildford

Bus Station Duty Manager and to comply fully with it in the event of an emergency. In emergencies involving damage to life or property all instructions issued by authorised persons must be strictly observed.

Breach and Dispute Resolution

57. If an Operator materially or persistently breaches these Conditions (for example, failure to pay any charges due, repeated failure to obey instructions relating to health and safety), and fails to remedy the breach within 14 calendar days of receipt of written notice from Guildford Bus Station's General Manager (if the breach is capable of remedy) Arriva Kent and Surrey may suspend the Operator's access to Guildford Bus Station pending remedy of the breach.
58. Any concerns or issues relating to these Conditions should be addressed in writing in the first instance to Guildford Bus Station's General Manager who will endeavour to respond within 14 calendar days of receipt. Arriva Kent and Surrey and the Operator shall attempt in good faith to negotiate the settlement to any claim or dispute arising between them out of or in connection with these Conditions, or any written agreement between them which incorporates these Conditions.
59. If the Operator wishes to raise a formal dispute relating to Guildford Bus Station, these Conditions, or their compliance with the Local Bus Services Market Investigation (Access to Bus Stations) Order 2012 (the "**Order**"), the Operator shall send a written notice to Guildford Bus Station's General Manager stating that it wishes to initiate the dispute resolution procedure set out in these Conditions. The dispute will be deemed to arise on the date that such notice is sent.
60. Where the dispute relates to any provision of the Conditions, the procedure for initiating a dispute as specified in paragraph 30 above must be complied with by no later than 8 weeks of the date, whichever is later, on which either:
 - a. the Conditions of Use or the disputed amendment comes into effect; or
 - b. the Conditions of Use or the disputed amendment first applies to the Operator,provided that the 8-week limit shall not apply where the Operator reasonably believes there is a material change in circumstances necessitating a review of any provision of the Conditions.
61. Once a dispute has arisen, senior executives of the parties must meet to seek to resolve the dispute by negotiation in good faith. If the dispute is not resolved within ten calendar days following the date on which it arises, either party may refer the dispute to an independent expert at any time thereafter.
62. The parties shall agree on the appointment of an independent expert and shall agree with the expert the terms of his appointment. The independent expert must have the appropriate skill, knowledge and expertise to determine the relevant dispute. If the parties are unable to agree on an expert or the terms of his appointment within seven calendar days of either party serving details of a suggested expert on the other, either party shall then be entitled to request that Surrey County Council ("SCC") appoint an appropriate expert of repute with suitable experience in passenger transport issues and for SCC to agree with the expert the terms of his appointment.
63. The cost of such independent expert will be shared equally amongst the Operator (or group of Operators, as appropriate) and Arriva Kent and Surrey.
64. The parties will provide the expert with such assistance and documents as the expert reasonably requires for the purpose of reaching a decision. The expert is required to prepare a written decision and give notice (including a copy) of the decision to the parties within a maximum of 50 calendar days of the dispute arising. The expert's written decision on the matters referred to him shall be final and binding on the parties (and, to the extent appropriate, all other Operators using Guildford Bus Station) in the absence of manifest error or fraud.
65. Until a dispute is determined the Operator shall continue to pay all applicable charges to Arriva Kent and Surrey and shall continue to have access to Guildford Bus Station.

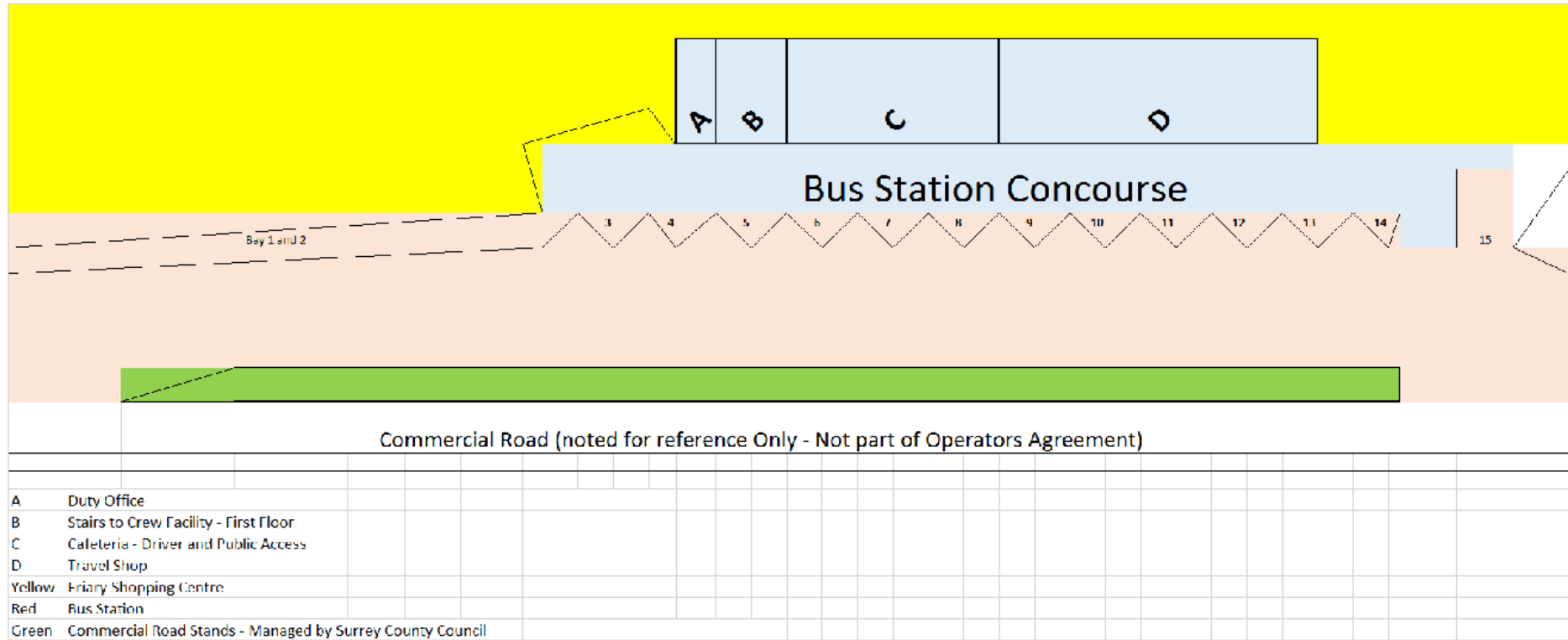
66. Where a dispute relates to any charge payable to Arriva Kent and Surrey by the Operator, the independent expert may substitute his own assessment of a fair charge where Arriva Kent and Surrey cannot demonstrate to the independent expert's satisfaction that a disputed charge has been calculated on a fair and reasonable basis, without undue discrimination between the Operator and other operators including Arriva Kent and Surrey. If the independent expert substitutes a charge, Arriva Kent and Surrey shall repay any overpayment or the Operator shall make good any underpayment, in both cases including any interest determined by the independent expert, since the date on which the charge was last reviewed and the date of determination of the dispute.
67. If a future Operator is refused access to Guildford Bus Station, Arriva Kent and Surrey and the future Operator may enter into an interim agreement for access which incorporates these Conditions.
68. A future Operator who has been refused access to Guildford Bus Station may give notice of a dispute. Upon final determination of the dispute by an independent expert the interim agreement shall be varied (if appropriate) and finalised, or a new written agreement shall be entered into, or the future Operator may terminate the interim agreement. If, and to the extent, appropriate Arriva Kent and Surrey shall amend the Conditions in accordance with the final determination of the independent expert.
69. Arriva Kent and Surrey shall keep and maintain a written record of:
 - a. all disputes with Operators, including disputes not pursued under the formal dispute process set out above;
 - b. any action taken to resolve the dispute; and
 - c. the outcome.
70. The written record shall cover the preceding two calendar years, save that in the first year, the written record shall cover the period starting with the date on which the Conditions are first implemented to the end of that calendar year.
71. Arriva Kent and Surrey shall submit such written records to SCC no later than 1 April for each preceding calendar year. Upon written request by the Competition and Markets Authority (the "CMA"), Arriva Kent and Surrey shall submit such written records to the CMA as soon as is practicable. In each case, and notwithstanding any provisions of the Conditions or any other agreement between them and Arriva Kent and Surrey, all Operators agree to such disclosure by Arriva Kent and Surrey without any further notification or consent being required.

Miscellaneous

72. All Operators using Guildford Bus Station shall have equal access to any facilities provided by Arriva Kent and Surrey for the public. Arriva Kent and Surrey private areas are strictly out of bounds to all except employees of Arriva Kent and Surrey and the Police or other emergency services.
73. Operators are solely responsible for arranging alternative departure points for the travelling public should there ever be a need to evacuate Guildford Bus Station.
74. Vehicles must be readily identifiable as belonging to an Operator. In cases where one Operator is using a vehicle belonging to or on behalf of another Operator then the Operator who is using the vehicle must inform the Guildford Bus Station General Manager
75. Operators or agents acting on their behalf shall not issue promotional leaflets or material to customers or solicit custom in other ways including, but not limited to, the fixing, display and distribution of posters, timetables, notices or advertisements on Guildford Bus Station without written permission (not to be unreasonably withheld) of the Guildford Bus Station General Manager
76. Operators shall indemnify Arriva Kent and Surrey and its officers, servants and agents against any claims for compensation, damages, costs or any other claims howsoever arising out of the Operator's use of Guildford Bus Station unless:
 - (a) Arriva Kent and Surrey has been negligent.
 - (b) Arriva Kent and Surrey has a legal liability for personal injury or death.

77. Operators, their employees and agents must comply with any statutory and legal requirement applicable to them.
78. Arriva Kent and Surrey reserves the right to amend these Conditions as permitted by the Order.

Appendix A – Bus Station Layout



Friary Bus Station

Code of Conduct

Information Leaflet



Hazard Awareness

This leaflet has been designed as an information guide for all staff members and is a reflection of the Company's ongoing commitment to health and safety.

This document is designed to remind each and every member of staff of the correct procedures when using the bus station. We must also point out that any breach of these procedures can, and will be, subject to the Company's Disciplinary Procedure.

It is extremely important that all members of staff read and understand the information contained herein and ensure their strict adherence to the same.

Under current Health and Safety legislation, each and every member of staff has an obligation to look after their own welfare and that of their work colleagues.

Vehicle Movement

All members of staff should familiarise themselves with the Health & Safety Guidance, Vehicle Movement Procedure. A copy of this can be found on the Health and Safety notice board.

Speed Limit

The maximum speed limit in Friary Bus Station is 10mph. Any driver witnessed driving in excess of the agreed speed limit will be deemed to be in breach of health and safety regulations and, as such, subject to the Company's Disciplinary Procedure. This includes vehicles entering or exiting the bus station.



Entering Friary Bus Station



The approach to Friary Bus Station, via North Street (in either direction), is part of a busy central shopping area for Guildford town centre and, therefore, this will be congested with vulnerable road users, particularly pedestrians and cyclists, in addition to cars, vans, buses and even HGV's. Please be aware for those who may be around your vehicle, taking utmost care, whilst turning into Commercial Road.

Upon preparing to turn into the bus station itself, please continue to be mindful of those around your vehicle, particularly any pedestrians who may attempt to cross ahead of your bus and any cyclists who may be on your near side.

Please give way to any pedestrians who are using, or preparing to use, the crossing here; remember, they may not always look before crossing.



Pulling into a Bus Stop

Friary Bus Station has been designed as a 'saw-tooth' bus station, whereby any bus will drive onto the bus stop before reversing off. There is also allocated parking for small vehicles (i.e. non-bus). There is a one-way system within the bus station.

When pulling into the bays, please try to be as close to the kerb as your vehicle allows, ensuring you avoid causing any un-necessary damage to your bus. This also enables your passengers to get on and off the bus safely and also allows other vehicles to safely pass your bus. If you are unable to enter your stop safely, please wait until you can do so.

If pulling into a lay-over stand, please be considerate to other bus drivers who are either already using this stand or for others who need to do so, being mindful **there is a 45 minute time limit for standing vehicles.**



Passengers

When passengers are getting on and off the bus, make sure your handbrake is applied.

Due consideration should be given to the elderly, infirm and other vulnerable passengers; i.e. those laden with shopping and those with children. Please allow all passengers to be seated before moving off.

Movement of Personnel

Where bus stations have been designed with a series of safe walkways, staff must use these at all times. It is inadvisable for any member of staff to take a short cut across the concourse or in any area not designated a safe walkway; however, if this is absolutely necessary (i.e. checking your vehicle), hi-visibility clothing must be worn.

Pedestrians

Pedestrians may not look before stepping out onto the concourse and often will use the concourse as a short cut and, therefore, it is vital that you remain vigilant at all times.

Exiting Friary Bus Station

Upon reversing to exit the bus stop, please ensure that your hazard lights are displayed, making sure you sound your horn or that your reversing horns are used. Always take the utmost care when reversing, being aware of all other vehicle and pedestrian movement.

You must give way to reversing vehicles in this bus station.

You must stop for the traffic lights, if red or in the event of any congestion, before re-joining the flow of traffic on Commercial Road onto the one-way system.

Please be aware for, and considerate to, other road users already using Commercial Road and the one-way system.



Commercial Road

There are services which serve Commercial Road, an extension of the bus station itself, although this is used by regular traffic too.



Please take care whilst serving these stops, being mindful of the barrier whilst pulling into any bus stop and also when moving off, taking care to avoid the barrier with your tail swing.





Hi-Vis Vests

Arriva Southern Counties have taken the decision to issue hi-vis vests to all driving staff. This equipment is classified as PPE and, as such, has been issued for your own safety. Please ensure that your high visibility vests or jackets are worn around any area of vehicle movement; any employees not doing so may be handled within the Company's Disciplinary Procedure.

Lights on for Life

It is Company policy that, regardless of the time of day, our vehicles will run with their headlights on. The majority of our vehicles were adapted to do this automatically; however, if you are in a vehicle where the lights do not do this, please ensure they are switched on before manoeuvring.

Mobile Phones and Other Devices



A driver wearing an earpiece (including 'Bluetooth'), or similar device, for use with mobile phone or radio receiving equipment, and whether it is being used or not, will be handled within the Company's Disciplinary Procedure.

This also applies to the use of a hand-held mobile phone, which is an offence by law. If convicted, you will incur a minimum penalty of six penalty points against your driving licence and a £ 200 fine; however, if convicted whilst driving a bus, the maximum fine could rise to a maximum of £ 2,500.

Please be aware that a two-way system has been fitted to all vehicles and should only be used when safe to do so.

Hand Brakes

Always apply your handbrake whenever you are serving a bus stop in the bus station or if you are leaving your vehicle.

Contact Numbers

Depot Operations
(01483) 306 397

Guildford Operations Mobile (Bus Station)
07799 476 57

Notes

