

WAKEFIELD BUS STATION

LOCAL BUS OPERATORS CONDITIONS OF USE

EFFECTIVE DATE: 14 March 2021

Introduction

Arriva Yorkshire aims to provide a safe and pleasant environment for all users of Wakefield Bus Station including, customers, staff, operators and tenants. In order to achieve this, Arriva Yorkshire 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 Arriva Yorkshire Wakefield Bus Station and are designed to ensure the safety of all 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 Wakefield Bus Station are aware of and adhere to these conditions of use.

These Conditions apply to Arriva Yorkshire and all Operators that use or propose to use Wakefield Bus Station

Any future Operators that wish to operate local bus services from the Wakefield Bus Station should submit to Arriva Yorkshire a request for access in writing to "*General Manager, Wakefield Bus Station c/o Arriva Yorkshire Limited, 24 Barnsley Road, Wakefield, WF1 3JX*". 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:

- a. "Arriva Yorkshire" shall mean, Arriva Yorkshire Limited ,a company registered in England, company number 00084167 of 24 Barnsley Road, Wakefield, WF1 3JX
- b. "Bus Station" shall mean Wakefield bus station, managed by Arriva Yorkshire and sited at Marsh Way, Wakefield, WF1 3AQ
- c. The term "stand" includes "bay" and refers to a point in the 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 Yorkshire, which includes the Directors, Managers, supervisors and Bus Station attendants of Arriva Yorkshire;
- e. "Operator" shall mean a local bus operator who uses, or wishes to use, the Bus Station for the provision of a local bus service, other than Arriva Yorkshire. References to an Operator include both existing and future Operators, unless otherwise specified.

Bus Station Opening Hours, Facilities and Layout

1. The normal and holiday operating hours of the Bus Station are as follows:
 - a. Hours of operation:
 - i. 04:30 – 23:45, 7 days per week.
 - ii. On Christmas Eve and New Year's Eve the Bus Station closes at 19:30.
 - iii. The Bus Station is closed on Christmas Day, Boxing Day and New Year's Day
 - b. The total capacity for public service vehicle buses at the Bus Station is 24 bus stands and up to 10 layover parking bays.
 - c. The general public have access to toilet facilities at the Bus Station for a small charge, currently 20p. The Bus Station also has a number of retail units offering hot and cold food and drink for sale and a waiting area.
 - d. Access to the management offices/canteen in and around the Bus Station is strictly for Arriva Yorkshire and Yorkshire Tiger Limited employees only.
 - e. Advertising space within the Bus Station can be purchased via Arriva Yorkshire Limited's Business to Business Manager.
2. The Bus Station layout is set out in Appendix A to these Conditions.

Arriva Yorkshire's Responsibilities

3. Arriva Yorkshire will,
 - a. Use reasonable endeavours to provide clean and adequate facilities at the 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 the Bus Station 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 a public address announcement, electronic display or verbal/written notification, if such information is received by Arriva Yorkshire 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 layover bays to all Operators on a “first come, first served” basis.
- i. Maintain the surfaces of the roads within the 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 the Bus Station on fair and reasonable terms and without unduly discriminating, (whether directly or indirectly), between Operators or between the Operator(s) and Arriva Yorkshire (in its capacity as a manager and user of the Bus Station).

Allocation and Use of Stands

- 4. Operators must use only the relevant stands designated by Arriva Yorkshire pursuant to these terms for the boarding and alighting of passengers.
- 5. On receipt of an application from an Operator for an available stand, this will be reviewed by Arriva Yorkshire. 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 Yorkshire 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 Yorkshire determines).
- 6. All vehicles must use the departure stand allocated. Where the allocated stand is occupied, the driver should set down customers at the nearest unoccupied stand at which it is safe to do so. If the vehicle is not immediately taking up customers it should proceed to the layover area until an allocated stand is free. 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 Yorkshire, in accordance with registration regulations.
- 8. Permission for an Operator to run services from the 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 not be permitted without prior written permission from Arriva Yorkshire.
- 9. Where there is no other departure scheduled more than five minutes before the advertised departure time, Arriva Yorkshire will consider allowing an Operator to occupy the stand for a longer allocated departure period at its discretion. Arriva Yorkshire’s General Manager must approve this in writing. 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.

10. All scheduled departure times must be observed. Occupation of a departure stand or bay prior to or after the allocated departure period shall not be permitted without prior approval of Arriva Yorkshire.
11. Permission to use an allocated stand in the 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 Yorkshire authorised person within 24 hours thereafter.
12. Departure slots on stands will only be allocated to timetabled services. Arriva Yorkshire 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 the Bus Station General Manager to determine whether the intended service can be accommodated into existing Bus Station 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 the Bus Station 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 the Bus Station 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. No vehicle shall be left unattended at any time on a stand or bay, without the express permission of the Bus Station General Manager or other authorised persons.. 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 the Bus Station.
17. There are 10 layover spaces provided at the Bus Station.
18. Layover spaces are for the sole use of Operators authorised by Arriva Yorkshire to use the 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 the Bus Station General Manager. This will be subject to availability of suitable layover space and the long term use not interfering with the safe operation of the 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 the Bus Station between 23.30 – 0500 hours without prior permission of Arriva Yorkshire and payment of the appropriate fee.
21. Arriva Yorkshire will not be liable for loss or damage sustained to or from any vehicle left unattended.

Charges

22. The Bus Station charges applicable to Operators is as follows:
 - a. **Departure Charge: £0.58 (fifty-eight pence); and**
 - b. **Layover Charge: £10.15 (ten pounds and fifteen 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 Yorkshire is based on 203 scheduled local bus departures from the Bus Station between the hours of 12.00 and 14.00 on from a maximum possible number of 480 departures.
24. Arriva Yorkshire’s scale of charges is issued annually and available on request and use of the 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 Yorkshire reserves the right to review the level of charges at lesser intervals. Arriva Yorkshire will give at least twenty-eight days notice of variation of charges to Operators.
25. Operators must inform Arriva Yorkshire’s General Manager of any occasional use of the Bus Station not previously notified. Any occasional use will incur additional charges.
26. All timetabled departures on services of Operators, included in Metro timetables, 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 the Bus Station facilities to continue to be provided.

Access to and Egress from Wakefield Bus Station

27. All vehicles should enter and leave by the appropriate designated entrances and exits, following the traffic management system within the site. The 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 the 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 the Bus Station are strictly for use by personnel authorised by Arriva Yorkshire.
29. Arriva Yorkshire reserves the right to refuse entry to the Bus Station for services where changes have been made to these services outside of agreed service change dates.
30. No repairs to vehicles will be allowed on the Bus Station except minor repairs to damaged vehicles to maintain a safe departure from the 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 Bus Station General Manager or other authorised persons, 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 Bus Station users of the hazard. The removal of Road Wheels is strictly forbidden.

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 Yorkshire 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 the 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 the Bus Station. Engines must never be left running on unattended vehicles.
33. Smoking is not permitted within the full perimeter of the Bus Station save for within any area dedicated for smoking within the Bus Station perimeter, and such area shall be clearly signposted.
34. Operator's employees must not sweep out vehicles in the Bus Station except by prior authorisation of Arriva Yorkshire, nor are they allowed to use the Bus Station skips for depositing quantities of rubbish or litter, including free newspapers. Arriva Yorkshire cleaners are not permitted to clean buses without permission of the Bus Station General Manager or other authorised persons..
35. Any oil or diesel spillage should be reported immediately to the Bus Station General Manager or other authorised persons in order that the spillage may be cleared to prevent accidents. Operators may 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. All drivers must use only designated toilet facilities.
38. Fuelling of vehicles must not take place in the Bus Station.

Repairs and Improvement Work to Wakefield Bus Station

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

- (a) Arriva Yorkshire has been negligent
- (b) Arriva Yorkshire has a legal liability for personal injury or death.

Non Standard Vehicles

- 41. Arriva Yorkshire reserves the right to deny access to the Bus Station, 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 also refers to left hand drive buses. Arriva Yorkshire will however, endeavour to cater for such vehicles as far as possible but safety will be the principal consideration in any decision.
- 42. Arriva Yorkshire 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 the Bus Station must be reported immediately to the Bus Station General Manager or other Arriva Yorkshire authorised persons. Full details must be confirmed in writing within 24 hours to the Bus Station General Manager.
- 44. Any injury caused by an Operator's vehicle in the Bus Station shall be reported immediately to the Police and the Bus Station Manager or other authorised persons. Full details are to be confirmed within 24 hours in writing addressed to the Bus Station General Manager.
- 45. Any damage to the Bus Station, whether of the structure or the carriageway, howsoever caused by an Operator must be reported immediately to the Bus Station General Manager or other authorised persons and confirmed in writing to the Bus Station Manager.

Schools Buses

- 46. Loading and unloading 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 the Bus Station in the event of a fire. In such circumstances all vehicles should be moved from the 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. The alarm system employed at the Bus Station is a high pitched warning sound intermittent with a pre recorded voice tape declaring: "There is an emergency. Please leave by the nearest and safest exit".
- 50. No one will be allowed to re enter the Bus Station until such time that the site has been declared "safe" by the attending emergency services or the Bus Station General Manager or other authorised person on duty.

51. To alert incoming vehicles that an emergency is in progress, the entrance to the Bus Station will be cordoned off with an A-Frame with a notice informing all inbound vehicles to cease to enter the Bus Station and allow customers to be dropped off at the first en-route passenger pick up point.
52. Tenants who have leased property in the Bus Station should follow the Emergency Evacuation Procedures at **Appendix C**.

Bomb Alerts

53. On occasions it may be deemed necessary to evacuate the Bus Station in the event of a bomb warning. This may be due to a direct threat to the Bus Station or to a place nearby where the civil authorities order evacuation.
54. In such circumstances all vehicles should be searched for suspicious objects, parcels, packages or bags before being moved from the Bus Station. Services should commence from the first en-route passenger pick up point, and spare vehicles should be taken direct to the Operator's depot or to a designated holding area.
55. It is the responsibility of the Operator to prepare holding areas for their vehicles to allow normal operations to continue during the need to evacuate for any emergency.
56. Tenants who have leased property in the Bus Station should follow the Emergency Evacuation Procedures at **Appendix C**.

Safety

57. Safety is of primary importance within the Bus Station. Arriva Yorkshire 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 the Bus Station Conditions; further breaches may result in a temporary ban from the Bus Station and continued breaches may result in a permanent ban from the Bus Station as set out in the Breaches section of these Conditions.
58. 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 Yorkshire, Arriva Yorkshire's employees, members of the public, other persons authorised by Arriva Yorkshire or any other persons lawfully present in the Bus Station and shall not interfere with the authorised activities of other Operators using the Bus Station.
59. All Operator staff and agents must wear high visibility jackets at all times when they are in bus movement areas.
60. 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.
61. All Operator staff must adhere to the 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 the Bus station) to reverse first.
 - To proceed with caution.
 - Full Policy at Appendix B below.
62. 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 Yorkshire's Bus Station 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

63. 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 the Bus Station Manager (if the breach is capable of remedy) Arriva Yorkshire may suspend the Operator's access to the Bus Station pending remedy of the breach.
64. In addition to condition 63, if an Operator commits any breach outlined in Appendix D, then the corresponding action listed within Appendix D shall apply. Where any corresponding action to a breach incorporates the accrual of 'points' each point shall incur to the Operator a charge of £16.77 payable to Arriva Yorkshire. In respect of such charge, Arriva Yorkshire shall be entitled to increase the charge in accordance with changes in RPI, on a 6-monthly basis, which shall be notified in advance to the Operator. Operators who wish to appeal against points or fines awarded, should, within 7 days of being notified of a breach, submit in writing or email, the basis for their appeal (including supporting documentation where appropriate) to the Bus Station General Manager. Post receipt of the appeal the dispute resolution process set out in paragraphs 65 to 78 will apply.
65. Any concerns or issues relating to these Conditions should be addressed in writing in the first instance to the Bus Station Manager who will endeavour to respond within 14 calendar days of receipt. Arriva Yorkshire 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.
66. If the Operator wishes to raise a formal dispute relating to the 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 the Bus Station 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.
67. 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.

68. 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.
69. 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 West Yorkshire Combined Authority appoint an appropriate expert of repute with suitable experience in passenger transport issues and for WYCA to agree with the expert the terms of his appointment.
70. The cost of such independent expert will be shared equally amongst the Operator (or group of Operators, as appropriate) and Arriva Yorkshire.
71. 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 the Bus Station) in the absence of manifest error or fraud.
72. Until a dispute is determined the Operator shall continue to pay all applicable charges to Arriva Yorkshire and shall continue to have access to the Bus Station.
73. Where a dispute relates to any charge payable to Arriva Yorkshire by the Operator, the independent expert may substitute his own assessment of a fair charge where Arriva Yorkshire 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 Yorkshire. If the independent expert substitutes a charge, Arriva Yorkshire 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.
74. If a future Operator is refused access to the Bus Station, Arriva Yorkshire and the future Operator may enter into an interim agreement for access which incorporates these Conditions.
75. A future Operator who has been refused access to the 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 finalized, 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 Yorkshire shall amend the Conditions in accordance with the final determination of the independent expert.
76. Arriva Yorkshire 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

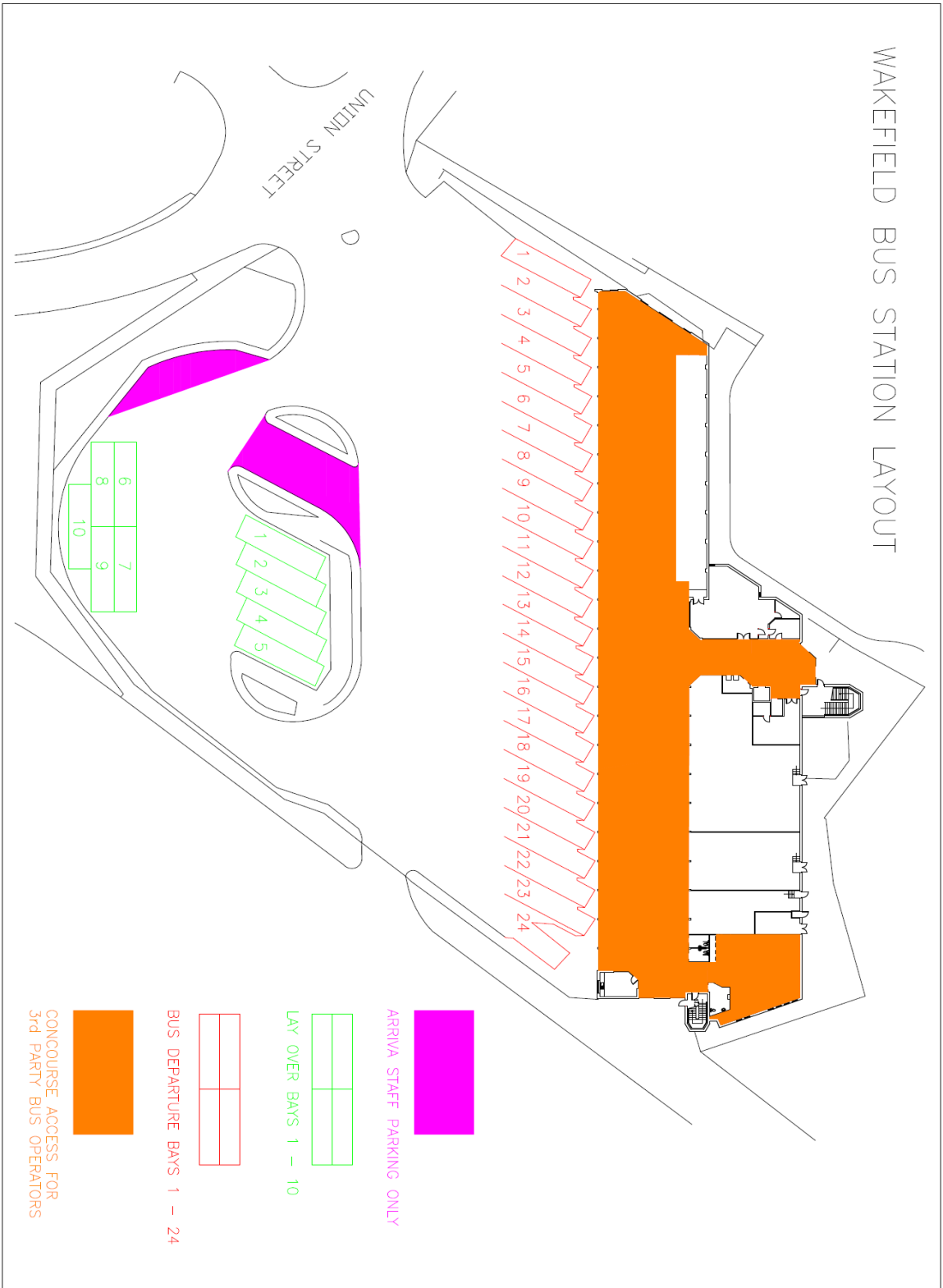
c. the outcome.

77. 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.
78. Arriva Yorkshire shall submit such written records to West Yorkshire Combined Authority no later than 1 April for each preceding calendar year. Upon written request by the Competition and Markets Authority (the "CMA"), Arriva Yorkshire 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 Yorkshire, all Operators agree to such disclosure by Arriva Yorkshire without any further notification or consent being required.

Miscellaneous

79. All Operators using the Bus Station shall have equal access to any facilities provided by Arriva Yorkshire for the public. Arriva Yorkshire private areas are strictly out of bounds to all except employees of Arriva Yorkshire, Arriva Tiger and the Police or emergency services.
80. Operators are solely responsible for arranging alternative departure points for the travelling public should there ever be a need to evacuate the Bus Station.
81. 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 Bus Station Manager.
82. 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 the Bus Station without written permission of the Bus Station Manager.
83. Operators shall indemnify Arriva Yorkshire 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 the Bus Station unless:
- (a) Arriva Yorkshire has been negligent
 - (b) Arriva Yorkshire has a legal liability for personal injury or death.
84. Operators, their employees and agents must comply with any statutory and legal requirement applicable to them.
85. Arriva Yorkshire reserves the right to amend these Conditions as permitted by the Order.

Appendix A – Bus Station Layout



Appendix B

Wakefield Bus Station Drivers Instruction to be followed at all Times

To prevent serious incidents in Wakefield Bus station it is very important that all operators adhere to the following rules.

Please pay particular attention in relation to reversing manoeuvres off the bus departure stands as highlighted on the diagram and in the relevant content of this leaflet.

IF IN DOUBT STOP AND REASSESS THE SITUATION.

Access to the Bus Station

Enter the bus station via Union Street and leave by the designated exits on Union Street or Marsh Way. All buses leaving from stands 18, 19, 20, 21, 22, 23, and 24 MUST exit via Marsh Way.

Drive with extreme care exercising caution at all times. Vehicles must not exceed the 10 mile per hour speed limit, and observe all road markings and signs.

GIVE WAY TO REVERSING BUSES AT ALL TIMES.

Use the marked bus lane to pass through the Bus Station, turning left from it only to enter a designated departure stand. Access lanes for stands are highlighted by visible road markings.

Upon entering the designated stand, buses must pull as far forward as safely possible, close to the kerb to avoid leaving a gap between the platform and the stand.

Allocation and Use of Stands

All vehicles must use the departure stand allocated. In the event the stand is occupied, passengers should be set down at the nearest unoccupied stand at which it is safe to do so if the vehicle is not immediately picking up passengers it should proceed to the layover area until the allocated stand is free. If departing immediately, the driver should alight and notify intending passengers at the allocated stand.

Under NO circumstances should a vehicle obstruct a stand, or remain on a stand not allocated for its next departure. No passenger should be allowed to board or alight in any area other than a departure stand.

Vehicles must not occupy a stand for longer than 5 minutes including Driver relief time, use must be made of a designated layover bay.

Safety

Drivers must not do anything that is or may become dangerous to other users, and must carry out all reasonable instructions or requests from authorised persons. Failure to do so may result in exclusion from the bus station.

Vehicles are monitored 24 hours a day by CCTV and regular speed checks and monitoring of bus station rules is carried out on a regular basis. Any violations to Bus Station Rules will be reported to the Depot Manager or the relevant Operating Company.

All personnel must wear a high visibility vest / jacket at all times when they are walking within the vehicle movement area including accessing the layover area. Designated walkways and crossing points must be used at all times to get to and from vehicles and to approach buses in layover areas.

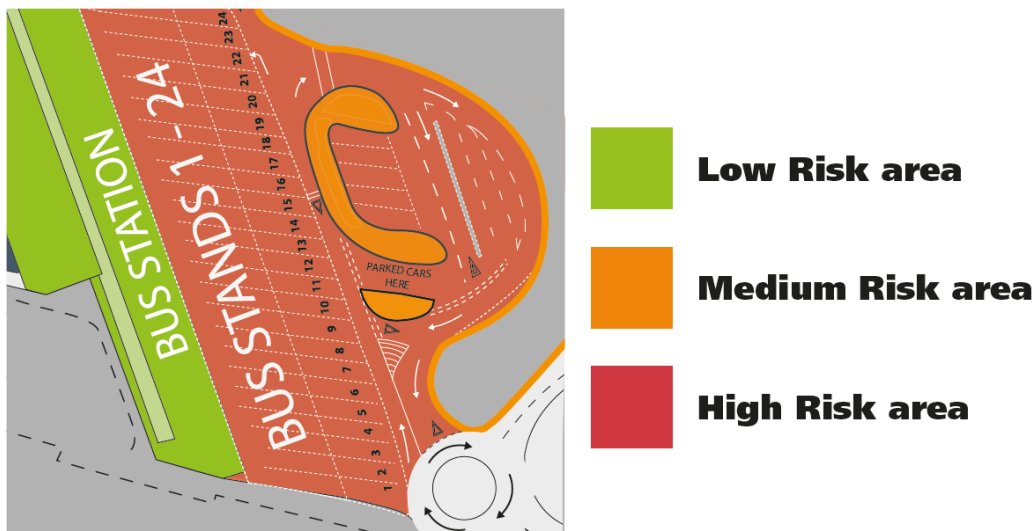
In the event of an emergency, access to the bus station will be declined at the entrance and buses should operate a diversion via Union Street/Marsh Way/Northgate.

Reversing from Stand

BUSES AT ADJACENT STANDS MUST NOT REVERSE AT THE SAME TIME.

If two buses are ready to leave at the same time, buses should give way to the vehicle on their right and allow them to fully depart from the stand before commencing departure. When reversing, ensure doors are closed and engage 4 way flashers. Drive slowly, keeping within the visible lines of the departure bays and use **BOTH** mirrors, reversing horns and other reversing aids (where fitted). Reversing must continue in a straight line until the front of the vehicle has cleared the solid visible lines of the designated stand.

Turn right and join the bus lane as soon as it is safe to do so following it to exit the Bus Station.



Appendix C – Evacuation Procedures

In the case of an emergency, the following actions must be undertaken by the relevant individuals set out in the table below:

No.	Action Required		Responsible Person
1	Phone 999 and inform police that a suspect package has been located in Wakefield Bus Station. Confirm they will notify CCTV partnership and activate Fire Alarm.	Concourse Office – nearest break-glass front of own office	Bus Station Manager
2	Proceed via the rear stairwell and evacuate the canteen area and all other staff areas.		AAA 1
3	Proceed to Union Street vehicular entrance, cone, A-board, remain in situ and advise drivers of alternative stopping/waiting places	Concourse Office	AAA 2 - (out of hours staff member instructed by Bus Station Manager
4	Proceed to Union Street pedestrian entrance, A-board, remain in situ and advise customers to remove themselves 150 yards from Bus Station, and of alternative stopping/pick -up places	Concourse Office	AAA 1
6	Evacuate Toilet Areas Locking Each Area After Evacuation		Customer Services Officer or staff member instructed by Bus Station Manager.
7	Remove All Buses From Bays And Layovers		Bus Station Manager to instruct drivers to Belle Isle
8	Evacuate Shops		Tenants
9	All Staff to assemble Car Park, Providence Street		All Staff and Tenants
10	The Bus Station Manager is on duty: M/F -0730-2345–Sat and Sun 1100-2345. Before 0730/1100 - Duty Cleaner contact Bus Station Manager at depot. Between Office hours the Bus Station Manager has 4 managers to instruct.		

Appendix D – Operator Breaches and Penalties

Breach	Action
Failing to agree a stand allocation prior to a new or amended registration.	Operator's new or amended service may be excluded from using the Bus Station
Failing to inform Arriva Yorkshire of duplicate services.	Notification of Breach. Further incidents may result in Operators who persistently breach this condition being prevented from using Wakefield Bus Station.
Operator using a layover space for a vehicle that has not been authorised to use the Bus Station	2 points and Notification of Breach. Further incidents may result in drivers who persistently breach this condition being prevented from using Wakefield Bus Station.
Operators exceeding the allotted 45 minutes layover time without prior permission.	Current long stay/parking fee will be charged for any period over and above the 45 minute agreed layover limit and Notification of Breach
Parking on a Bus Station between 0001 to 0430 hours without prior permission	Current long stay/parking fee will be charged. Notification of Breach.
Failing to report an accident.	Notification of Breach and/or driver prevented from using Wakefield Bus Station/s.
Failing to enter/leave by the designated points	4 points and Notification of Breach. Further incidents may result in drivers who persistently breach this condition being prevented from using Wakefield Bus Station
Failing to observe speed limits, directional signs, roadway markings, designated crossing points and other traffic commands.	4 points and Notification of Breach. Further incidents may result in drivers who persistently breach this condition being prevented from using Wakefield Bus Station
Failure to give way to a reversing vehicle	2 points and Notification of Breach. Further incidents may result in drivers who persistently breach this condition being prevented from using Wakefield Bus Station.

Breach	Action
Failing to follow instructions of an authorised person	Operator staff member suspended from using any Wakefield Bus Station until issue resolved. Notification of Breach.
Picking up and dropping off passengers in areas other than a designated stand.	4 points and Notification of Breach. Further incidents may result in drivers who persistently breach this condition being prevented from using Wakefield Bus Stations
Sweeping out vehicles without permission and or using Bus Station rubbish skips without permission.	Notification of Breach and recharge for cost of cleaning and/or skip.
Leaving engines running on unattended vehicles.	4 points and Notification of Breach. Further incidents may result in drivers who persistently breach this condition being prevented from using Wakefield Bus Stations
Failure to wear hi-viz clothing whilst in bus movement area	4 points and Notification of Breach. Further incidents may result in drivers who persistently breach this condition being prevented from using Wakefield Bus Station.
Operator's employees failing to observe "No Smoking".	4 points and Notification of Breach. Further incidents may result in drivers who persistently breach this condition being prevented from using Wakefield Bus Station
Fuelling vehicles in Bus Stations.	2 points and Notification of Breach. Further incidents may result in Operators who persistently breach this condition being prevented from using Wakefield Bus Station
Carrying out repairs to a vehicle on a designated stand or carrying out anything other than minor repairs to remove a vehicle from site	2 points and Notification of Breach. Further incidents may result in Operator/drivers who persistently breach this condition being prevented from using Wakefield Bus Station.

Breach	Action
Operator's employees parking unauthorised vehicles in Bus Stations without Arriva Yorkshire permission.	Notification of Breach. Further incidents may result in Operator/drivers who persistently breach this condition being prevented from using Wakefield Bus Station.
Failing to report vehicle fluid spillages.	2 points, Notification of Breach and charge to Operator for cost of cleaning.
Using a non-standard vehicle without Arriva Yorkshire permission.	Refusal of entry.
Issuing leaflets, promotional material without permission.	Notification of Breach
Soliciting custom.	Notification of Breach
Failing to inform Arriva Yorkshire when using other Operators vehicles/services.	2 points and Notification of Breach
Failing to comply with statutory/legal obligations.	4 points and Notification of Breach. Potential exclusion from use of Wakefield Bus Stations
Emptying chemical toilets in Bus Stations.	2 points and Notification of Breach. Further incidents may result in drivers who persistently breach this condition being prevented from using Wakefield Bus Station
Misuse of Bus Station water points.	2 points and Notification of Breach. Further incidents may result in operator prevented from using the water points