**WEST MIDLANDS INTEGRATED TRANSPORT AUTHORITY**

**TRANSPORT ACT 1985**

**Travel (Rail) Concession Scheme**

**To be valid**

**From 1st April 2012**

**WEST MIDLANDS INTEGRATED TRANSPORT AUTHORITY**

**1985 ACT TRAVEL (RAIL) CONCESSION SCHEME**

**1ST APRIL 2012**

**The Scheme**

1. This Travel (Rail) Concession Scheme subsequently referred to as “the Scheme” has been established by the West Midlands Integrated Transport Authority (“ITA”) , in pursuance of its powers under:-

1. the Transport Act 1985 (as amended) (“1985 Act”);
2. Travel Concession Scheme Regulations 1986 (“TCSR”);

1. and all other relevant statutory regulations.

2. The Scheme will be administered by Centro, the West Midlands Passenger Transport Executive (“the Executive”).

3. The Scheme covers the discretionary concessions to be provided by operators under the 1985 Act as detailed in clause 7 below;

4. Unless otherwise defined in this Scheme words or terms used in the Scheme shall have the same meaning as given to such words or terms in the 1985 Act, and TCSR.

**Operative Date**

5. The Scheme shall come into operation in its entirety on 1st April 2012 and continue in force until such date as it shall be terminated or amended by the Executive.

**Principal Area**

6. The principal area covered by the scheme is the Passenger Transport Area of the West Midlands, which consists of the administrative areas of Birmingham City Council, Coventry City Council, Wolverhampton City Council and the Metropolitan District Councils of Dudley, Sandwell, Solihull and Walsall (“Principal Area”).

**Scheme Applicability**

7. The Scheme shall apply:

(a) to eligible persons listed in Schedule 1 who tender to West Midlands regional rail operators (“the Operators”) on a Scheme Service (as defined below) the applicable permit or pass and notified fare (if any) for that category of concessionary passenger referred to in Schedule 1;

1. when travelling on eligible rail services (as defined in section 94 (4) of the 1985 Act and as further defined in the Travel Concession (Eligible Services) Order 2002 and the Travel Concession (Eligible Services) (Amendment) Order 2009) which have been admitted or required to participate in the Scheme; but

(c) only on journeys between places in the Principal Area.

**Eligible Persons and Nature of Concession**

8. The Operators participating in the Scheme will be required on all Scheme Services to allow the concessions detailed in Schedule 1 to persons who satisfy the requirements set out in paragraph 7 above.

9. The Executive may from time to time by giving a minimum of 28 days notice in writing vary the class of eligible person or nature of the concessions to be provided or the reimbursement arrangements by notice and where relevant such notice should comply with the provisions of section 97(6) of the 1985 Act.

**Notified Fare**

10. The notified fare shall be the fare as notified to the Operators by the Executive from time to time being the fare to be charged by the Operators to a person travelling as a concessionaire under the Scheme in respect of a 1985 Act Concession. There may be more than one notified fare applying at any time.

11. The Operators shall admit any eligible person who tenders a valid permit or pass referred to in Schedule 1 and pays the notified fare to travel on any Scheme Service it provides and shall not charge any class of pass or permit holder more than the notified fare for any journey.

**Entry of an Operator to the Scheme**

1. Subject to paragraph 12 an Operator shall be admitted into the Scheme from 1st April 2012 with at least 28 days prior notice in writing from the Operator to the Executive that it wishes to participate in the scheme.

13. If the Executive serves on the operator a participation notice, the operator shall participate in the Scheme in respect of the services specified from the date stated in and for the duration of such notice, and the operator may not give notice to withdraw from the Scheme whilst such notice remains in force.

**Removal of an Operator from the Scheme**

14. The ITA may terminate the Scheme by giving an Operator not less than 6 months notice in writing.

**Payment Periods and Dates**

15. The “payment periods” under the Scheme are by agreement between the Executive and the Operators.

**Method of Determining Reimbursement**

16. The method for calculating the reimbursement is by agreement between the Executive and the Operators.

**Data**

17. When an Operator is first admitted or becomes obliged to participate in the Scheme, it shall supply to the Executive within 7 days:

1. a list of Scheme Services to be operated by the Operator;

(b) all relevant fares and a list of the ticket types valid for travel on such services; and

18. The Operator shall inform the Executive of the introduction or cessation of any Scheme Services, changes to the times at which and routes on which Scheme Services operate and any circumstances leading to the temporary cessation or major disruptions to such services, within 7 days of such event occurring.

1. If an Operator fails to provide such information or data as is referred to above then the Executive may in its discretion either defer all or part of any payment otherwise due to the Operator until such omission is fully rectified or reimburse the Operator on the basis of such estimated reimbursement as it considers appropriate in the absence of such data or survey information.

19. Where it becomes apparent to the Executive that any Scheme Service is or has been subject to material disruption, or has not been operated in accordance with the registered timetable, then the Executive may, after giving the Operator the opportunity to comment on the effects of the same on the journeys being taken by eligible persons on such services, make such adjustments to the reimbursement due to the Operator as it considers necessary to reflect the effects of such disruption or non-operation.

**Review of Reimbursement**

21. From time to time the Executive and the Operators shall review the reimbursement calculations made in accordance with these reimbursement arrangements. This review shall include consideration of any more accurate information that may have become available, which may result in a recalculation of reimbursement applicable to each operator. Such review shall be concluded within 3 months.

22. The review shall exclusively cover calculation of the Operators’ reimbursement and will not incorporate any changes to the method of determining reimbursement as agreed by the Executive and the Operators.

23. If following the review it is determined by the Executive that the amount of reimbursement paid during the previous financial year should have been higher, the Executive shall pay the difference to the Operator within 3 months of the date of recalculation.

24. If following the review it is determined by the Executive that the amount of reimbursement paid during the previous financial year should have been less, the Executive shall recover the over-payments from the Operator within 3 months of the date of recalculation or at such time scale as agreed between the parties.

**Dispute Resolution Procedure**

26. If, following the review of the reimbursement calculations in accordance with the provisions of paragraphs 20 to 24 above, there is a dispute between an Operator and the Executive in respect of the level of reimbursement paid to the Operator then such dispute shall be the subject of the dispute resolution procedure set out in Schedule 2.

**Other Requirements of the Scheme**

27. All Operators participating in the Arrangements shall display on his carriage any sign, supplied by the Executive, for the purpose of showing that concessions are available on those services.

1. Operators shall not discriminate against eligible persons or any class of eligible persons in the provision of Scheme Services or associated services and facilities.

**Contact for Communications**

1. All notices, data and other information required to be given to the Executive under the Arrangements shall be provided to the following contact point (or such other contact point as may be nominated by the Executive to the Operators in writing from time to time):

Taryn Taylor

Concessions & Payments Manager

Centro

Centro House

16 Summer Lane

Birmingham

B19 3SD

telephone 0121 214 7433

fax 0121 214 7426

e-mail taryntaylor@centro.org.uk

30. On first giving notice to be admitted to the Scheme or, if earlier, becoming obliged to participate in the Scheme, the Operator shall provide to the Executive details of the name, address, telephone number and fax number of its official contact for communications in relation to these arrangements, and shall by notice in writing inform the Executive of any changes to the same.

31. Any notice or communication sent to the last such address, e-mail address or fax number as is referred to above shall be deemed to be duly served on the recipient. If the Operator has failed to give notice in writing to the Executive of such an official contact, then the Executive may send any notice or other communication to any address set out in the most recent correspondence from the Operator, which shall be deemed to be its address for service.

**SCHEDULE 1**

**Eligible Person and Nature of Concession under 1985 Act**

**1. Rail**

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| --- | --- |
| **Class of Eligible Persons** | **Nature of Concession to be Provided**  **On Scheme Services Provided by Train** |
| Older Persons  Women and men who have attained the age of entitlement as defined in the Statutory Instrument 459 Travel Concession (Eligibility) (England) Order 2010.  Disabled Persons (as defined in section 146 Transport Act 2000) | On production of a statutory travel concession permit carrying a logo identifying it as being issued by the West Midlands Passenger Transport Executive (Centro), or any other permit as agreed by the PTE, a person shall be carried without charge on services to which the Arrangements apply, provided that the actual time of boarding falls between the following hours:  (a) Monday to Friday (except when the  day is a Bank Holiday) 09.30 to end of daytime service  (b) Any time on Saturdays, Sundays and bank holidays. |

**Schedule 2**

**Dispute Resolution Procedure (paragraph 26)**

1. In the event of any dispute, formally notified to the Executive in writing, in connection with any matter arising from this agreement which cannot be resolved by agreement between the parties representatives within 20 working days of the notification, senior representatives of the parties shall, within 20 working days of a further written request from either party to the other, meet in good faith to attempt to resolve the dispute.

2. If the dispute is not resolved as a result of such meeting, either the Executive or the Operator may propose to the other in writing that the dispute be referred to an independent expert (“Independent Expert”)

3. If the parties are unable to agree on an Independent Expert, or if the Independent Expert agreed upon is unable or unwilling to act then any party may apply to the President of the Law Society to appoint an Independent Expert.

4. If any matter is referred to the Independent Expert for determination in accordance with paragraph 3 above, then:

(a) the Independent Expert shall determine the matter, subject to the remaining provisions of this paragraph 4, on a basis that is fair and reasonable in all respects as between the Operator and the Executive and that takes into account all relevant factors and circumstances;

(b) the Independent Expert shall act as an expert and not as an arbitrator and its determination of the dispute shall be final and binding on the parties (save in the case of manifest error);

(c) the Executive and the Operator shall ensure that the Independent Expert has full access to all books, information and records in their possession or in the possession of their auditors and accountants that are relevant to the dispute and to his determination thereon; and

(d) the Independent Expert’s fees shall be borne equally by the parties unless they shall decide that one party has acted unreasonably (in which case their fees shall be borne as they shall direct).