

Board Meeting	Date	18/05/21	Time	14.00-15.30	Venue	Video Conference (Zoom)
---------------	------	----------	------	-------------	-------	-------------------------

Time	Item	Subject	Leading
<b>Part A</b>		<b>Public Affairs</b>	
14.00	1	Chair's welcome and opening remarks; apologies and introductions; declarations of conflicts of interest.	<b>Jeff Halliwell</b> Chair, Transport Focus
14.05	2	Bus Back Better: the long term national bus strategy for England (outside London)	<b>Linda McCord</b> , Senior Stakeholder Manager, Transport Focus
14.10	3	The Route Ahead: getting passengers back on buses	<b>Robert Pain</b> , Senior Insight Advisor, Transport Focus
14.20	4	<b>Keynote address</b>	<b>Baroness Vere</b> , Parliamentary Under Secretary of State
14:40	5	National Bus Strategy: operator perspective	<b>Katy Taylor</b> , Chief Strategy and Customer Officer, Go Ahead
14.45	6	National Bus Strategy: local authority perspective	<b>Pete Bond</b> , Director of Integrated Transport Service, Transport for West Midlands
14.50	7	Questions and Answers session	<b>Jeff Halliwell</b> , Chair, Transport Focus
15.10	8	Wrap up and forward look	<b>Linda McCord</b> , Senior Stakeholder Manager, Transport Focus

**Part B Corporate affairs**

15.15	1	Board meeting minutes: February 2021	Jeff Halliwell	Approval	✓
	<b>2</b>	<b><u>Committee meeting minutes:</u></b>			
	2.1	Campaigns Steering Group (March 2021)	Rob Wilson	Information	✓
	2.2	Statistics Governance Group (March 2021)	Theo de Pencier	Information	✓
	2.3	Audit and Risk Assurance Committee (April 2021)	Isabel Liu	Information	✓
	<b>3</b>	<b><u>Reports from subsidiaries:</u></b>			
	3.1	Transport Focus Wales Limited (April 2021)	Jeff Halliwell	Information	✓
	<b>4</b>	<b><u>For noting by the Board</u></b>			
		<i>Items previously discussed and/or approved out of meeting:</i>			
	4.1	Workplan and budget 2021-22	Jeff Halliwell	Approval	✓
	4.2	2122-001#146 Omnibus travel surveys 21-22	Jeff Halliwell	Approval	✓
	4.3	2122-002#142 SRUS 21-22	Jeff Halliwell	Approval	✓
	4.4	Transport Focus / London TravelWatch collaboration agreement 2021-22	Jeff Halliwell	Approval	✓
	5	Transport Focus Wales Limited: parent undertaking guarantee	Nigel Holden	Approval	✓
15.30	6	The Board will <b>resolve</b> to move into private session. The live stream will then terminate.	Jeff Halliwell	Approval	✓

**Part C Private session**

	1	Committee minutes: Passenger Contact Group (April 2021)	Arthur Leathely	Discussion	✓
	2	Subsidiaries: Transport Focus Scotland Limited (March and May 2021)	Trisha McAuley	Discussion	✓
15.45		Any other business			
		Close			

## Transport Focus Board Meeting

<b>Date:</b>	<b>Tuesday 16 February 2021</b>
<b>Times:</b>	<b>14.00-15.33</b>
<b>Location</b>	<b>Video Conference</b>

### Attended

#### **Board members:**

Jeff Halliwell	JH	Chair
Isabel Liu	IL	Board member
Kate Denham	KD	Board member
Arthur Leathley	AL	Board member for London
Keith Richards	KR	Board member
Cllr William Powell	WP	Board member for Wales
Rob Wilson	RW	Board member
Trisha McAuley OBE	TM	Board member for Scotland

#### **Management and other staff in attendance:**

Anthony Smith	AS	Chief Executive
David Sidebottom	DS	Director
Nigel Holden	NH	Corporate services director
Jon Carter	JC	Head of board and governance
Stephanie Ahemor	SA	Board and governance executive
Ian Wright	IW	Head of innovation and partnerships
Mike Hewitson	MH	Head of policy
Guy Dangerfield	GD	Head of strategy
Sara Nelson	SN	Head of communications
Robert Samson	RS	Senior Stakeholder Manager Scotland
Hazel Philips	HR	Public Affairs Advisor

#### **Event production team**

Oliver Banks	OB	Digital content and communications officer
Siobhan O'Hagan	SOH	PA to Chair and Chief Executive
Sarah Bush	SB	Managing Director, VisAir

**Members of the public:** Around 702 members of the public viewed the proceedings live for more than 30 minutes and 105 stayed tuned for more than 90% of the duration.

#### **Apologies**

Theo de Pencier	TdP	Board member
-----------------	-----	--------------

## A Public affairs

### 1 Chair's opening remarks; apologies and introductions; declarations of conflicts of interest.

Apologies were received from Theo de Pencier.  
Board members had no conflicts of interests to declare.

### 2 Welcome

TM welcomed everyone to the meeting and explained that the focus of the meeting would be on the needs of less heard groups, including young people and those who were excluded from public transport due to affordability. TM looked forward to welcoming Michael Matheson MSP, Cabinet Secretary for Transport Infrastructure and Connectivity, to the meeting to speak on Scottish Government priorities.

### 3 Update on Transport Focus work in Scotland and look to the future - Robert Samson, Senior Stakeholder Manager Scotland, Transport Focus

#### Survey insights

Insights from surveys carried out across a 33-week period in 2020 aimed to track passenger use, perceptions of public transport, satisfaction and users' views on safety. The results from 60,000 responses had been published on the website.

A transport user community had been formed consisting of 160 passengers across bus, rail and road. The feedback from the community focused on five key areas: self-distancing, the capacity for social distancing, cleanliness, the use of face coverings and the provision of information on services. Overall passenger satisfaction had been higher. It was noted that the pandemic had had a significant impact on commuting and would continue to impact with a reduction in the number of passengers commuting five days a week.

The overall objective of the Bus Passenger survey was to gain insight on bus passenger attitudes, perception of bus travel and to gain a better understanding of passengers and feed this back to the operator. The insights highlighted that improved reliability would encourage travelling by bus. The results from the insights have resulted in ten actions which will benefit bus passengers.

#### Scotland rail recovery task force

Transport Focus had been invited to sit on the Scotland Rail Recovery Task Force. The key priorities of the task force included reliability and punctuality of the service, obtaining a seat on the train, social distancing, scheduling of trains, and cleanliness. Research conducted during Covid-19 highlighted that cleanliness was a significant factor. ScotRail had raised awareness on the frequency of the cleaning of its trains. On behalf of Transport Focus, RS paid tribute to the front-line staff, and those who worked behind the scenes during the pandemic.

The National Transport Plan and the climate change and infrastructure development programme had been published.

**4 Meeting the transport needs of young people:** Louise Macdonald OBE, Chief Executive, Young Scot

Approximately 75% of the youth population in Scotland are members of Young Scot. Their work includes implementing the Young Scot national entitlement card and working in partnership with young people to develop policies and inform decision making. Between 2018 and 2019, Young Scot worked with Transport Scotland to better understand the issues that were important to young people and to use these insights when developing the strategy.

The report highlighted key issues that affected young people including limitations of some transport services which impacted on their ability to access opportunities including work, education and volunteering. Other issues highlighted included cost, access to transport for individuals with mobility issues, special needs and mental health challenges. Long wait times at bus stops for individuals in rural areas, and comfort and safety at ferry ports were also highlighted.

The young people had provided insights into the issues that they were interested in including active travel, more joined up cycle paths, cycle hire schemes, climate change and sustainable transport. Young Scot had worked closely with the Scottish government to provide free bus travel for those under the age of 19.

Young Scot had worked with partners to develop a national strategic partnership focusing on the attainment and wellbeing of young people. Benefits of the bus travel entitlement card had already been seen including teenage mothers being able to take their children on day trips and a reduction in anxiety among passengers in North Lanarkshire.

**6 Meeting the transport needs of people in poverty:** Neil Cowan, Senior Policy and Parliamentary Officer, The Poverty Alliance

The Poverty Alliance co-ordinates the work of the anti-poverty network which consists of 300 organisations, working and campaigning to reduce the poverty gap. Transport would be critical to meeting the poverty reduction target to end child poverty in Scotland by 2030. The key issues affecting transport for people living in poverty included cost, accessibility and monthly passes, which were not affordable to people on low incomes.

NC stated that the organisation aimed to seek insights from those living in poverty on the transport decisions that affected their lives, so that their voice was heard in the development and delivery of transport strategies. The Alliance stated that free bus

travel for people under 19, should be extended to individuals under 25 and those on universal credit.

**7 KEYNOTE ADDRESS: Actions for a fairer, greener transport system**  
**Michael Matheson MSP, Cabinet Secretary for Transport Infrastructure and Connectivity**

MM welcomed and acknowledged the work that Transport Focus had conducted during the pandemic. He stated that their work had provided the government with a good analysis of the impact of the pandemic on transport and key lessons that had been learned.

It was explained that the pandemic had created uncertainty on how public transport would be used in the future and on future levels of demand. The Scottish government had provided £700 million support for public transport. The transport transition plan had been used to support the public transport sector during the pandemic.

The National Transport Strategy, which was launched in December 2020, contained four key themes including addressing inequality, taking robust action to reduce climate change, supporting and delivering inclusive economic growth, and improving the health and wellbeing of the nation. Phase one of the strategic transport project review was published at the beginning of February 2021 with 20 recommendations. This included a provision of £50 million for the reallocation of road space, investment in ferries, and a £500 million commitment to support more sustainable modes of transport, including buses.

A citizen's panel is being developed to engage with stakeholders on developing the transport policy. The introduction of the concessionary bus travel for individuals under the age of 19 was one example of the government's aim to reduce inequality.

## **Q&A**

*How will the public be encouraged to use public transport, after the government's 'Do not travel' message?*

The Cabinet Secretary believed it was important not to vilify public transport. The general public had to be reassured about the measures that had been taken to ensure that public transport was safe. He also suggested that incentives could be provided to encourage the use of public transport.

*What does the government intend to do to support individuals in areas of poverty and deprivation to help them access the bike share scheme?*

A scheme has been developed with a provider of social housing to enable tenants to access the bike hire scheme.

## 8 Panel Questions and Answers:

**Heather Cowan, Head of Strategy Climate and Integration, Transport Scotland**

**Alex Hynes, Managing Director, Scotland's Railway**

**Julianne Robertson, Chair, Transform Scotland**

**Paul White, Director, CPT Scotland**

*AS asked the panel for their views on how the Scottish government would achieve their target to reduce the number of kilometres driven by cars.*

JR highlighted the importance of disincentivising car use and free travel offered to people under the age of 19. HC explained that the focus should include spatial planning applied to both rural and urban areas. She suggested that fuel duty should be reviewed, and sustainable travel promoted by investing in low carbon modes of transport.

*AL asked the panel how they would encourage people who viewed public transport as expensive to use it, particularly if the cost of monthly passes was a deterrent to young people and those living in poverty.*

AH stated that off peak fares had fallen, but more had to be done. He explained that after the pandemic, flexible tickets were required at times when individuals wanted to travel. He highlighted the Scot Rail flexi pass, as an example of flexible ticketing. PW stated that after the pandemic, the use of public transport would change. A transition from monthly and weekly passes should be discussed. HC stated that bus operators were committed to social inclusion.

*RW asked for a Scottish perspective on the Williams/Shapps white paper.*

AH stated that a closer relationship between the track and train should result in a better railway and service for passengers.

## 9 Wrap up and forward look

TM thanked the Cabinet Secretary, the speakers, the panel and all those who had been listening on the live stream.

JH resumed the chair.

## **B Corporate affairs**

### 1 Board meeting minutes: January 2021

The minutes of the meeting held on Wednesday 20 January 2021 were approved as an accurate record of the meeting.

## **2 Committee meeting minutes:**

### **2.1 Audit and Risk Assurance Committee**

IL introduced the minutes of the January 2021 ARAC meeting and explained that work on the annual financial audit by NAO would commence in April. The minutes were **endorsed** by the Board.

## **3 Reports from subsidiaries:**

### **3.1 Transport Focus Wales Limited (February 2021)**

JH explained that an innovative project had been developed by David Beer (DB) which examined passenger experience and demand responsive transport in Wales, with a response to be submitted to the Welsh Government.

DB stated that the project was a partnership with bus operators where passengers could book a through an app for a bus journey. The aim was to schedule services to match demand. The project had been funded by Transport Focus Wales, and the funds would be spent during this financial year. The results from the pilot would be benchmarked against other schemes. The project would help better understand the barriers to adoption of the scheme and the role of flexi travel in Wales. Bids have been received for the field work, and the results would be available in April/May.

The minutes were **noted** by the Board.

## **4 For noting by the Board**

*Items previously approved out of meeting:*

### **4.1 BRD2021-007 #101 Omnibus Survey RfC No 4**

This was noted by the board.

## **5 Corporate Governance**

### **5.1 Campaigns Steering Group: updated terms of reference**

Previously circulated. The updated terms of reference were approved.

## **6 Any other business**

There being no other business, the meeting concluded at 15.33.

Signed as a true and accurate record of the meeting:

---

Jeff Halliwell  
Chair

---

Date



<b>Transport Focus Campaigns Steering Group</b>	
<b>Date:</b>	<b>Thursday 11 March 2021</b>
<b>Times:</b>	<b>1033.-1200</b>
<b>Location</b>	<b>Video Conference</b>
<b>Classification:</b>	<b>NOT PROTECTIVELY MARKED</b>

## **Attended**

### **Board members:**

Rob Wilson	RW	Board member, Transport Focus, Chair
Theo de Pencier	TdP	Board member, Transport Focus
Laura Osborne	LO	Board member, London TravelWatch

### **Management in attendance**

Anthony Smith	AS	Chief executive
Jon Carter	JC	Head of board and governance
Stephanie Ahemor	SA	Board and governance executive
Louise Collins	LCn	Senior stakeholder manager
Ian Wright	IW	Head of innovation and partnerships
Mike Hewitson	MH	Head of policy
Jordan Sargeant	JS	Senior policy advisor
Kieran Watkins	KW	Senior communications advisor
Catherine FoLCna	CF	Stakeholder manager

### **Apologies**

Yvonne Fox-Burmyby	YFB	Stakeholder manager
--------------------	-----	---------------------

## A Standing items

### 1 Chair's opening remarks; apologies and introductions

RW thanked everyone for attending the meeting and noted that campaigns work should increase over the next few months as the government's vaccination programme progressed, and the impact of the pandemic eased.

### 2 Minutes of previous meeting: December 2020

The Group **agreed** the minutes of the previous meeting.

RW asked for an update on the second part of the bus users survey, which was due to be completed in February. LCn explained that this project had been postponed due to the lockdown, but that an update would be circulated.

RW asked whether Keith Richards (KR) had been consulted on the accessibility project. MH explained he had indeed engaged with KR on this matter.

**ACTION: LCn to provide an update. Complete.**

### 3 Action matrix

LCn stated that as a project workbook had been developed for the Sort My Sign campaign a new campaign workbook had not been completed. However, a campaign business case had been developed and submitted to this group. The action is now completed.

### 4 Campaign Co-ordinators Overview (including summary grid)

LCn referred to the campaign status table and noted the following:

- The 'Make delay pay' campaign is on hold but would not be closed. It was due to be reviewed by April.
- The Sort My Sign campaign had been postponed, due to the current lockdown, but may restart in June/July. The stakeholder influencing work had been continuing in the background.
- The travel with confidence campaign had been put on hold, as it was not currently appropriate to conduct such a public facing campaign. Work had continued on stakeholder influencing. There would be a review of the status in April to determine if the campaign could start again.
- There had been discussion at the last meeting on how to incorporate the campaign planning into the annual business plan. The aim would be a medium to long term approach on campaign planning, with campaign activity starting again in June or September.
- Sessions would be organised in April with all staff to generate campaign ideas. Board members were welcome. All the ideas generated would be collated and developed, with those that were deemed to be worth investigating presented to the management team in May, and those with potential would be further developed.

TdP thanked LCn and welcomed the approach. LO and AS commended the approach of developing several ideas at a base level first. LCn noted that if campaigns were launched in September, then planning would need to start in July at the latest.

## B Campaign: Sort My Sign [approved campaign]

### 1 Campaign report to date

This campaign remained focussed on holding Highways England to account based on feedback from its users. The key issues were ensuring that the basic tasks were completed well, to determine why issues occurred, and identify gaps in policies and procedures. Success would be measured on whether Highways England satisfactorily responded to the concerns expressed by road users. It was hoped that improvements would be reflected in a change to the next round of survey results, although RW noted that it was concerning that there had been no major change in scores yet.

The Group discussed how consumers could see the benefit of Transport Focus's influencing work with Highways England. GD stated that a lot of work was conducted behind the scenes, focusing on changes to policies and procedures. TdP stated that the success criteria should be how Highways England responded to and dealt with issues, how they dealt with feedback and how Transport Focus could challenge Highways England's approach. The management team needed to be clear on how Highways England's performance could be measured in this respect.

**ACTION: GD to provide further details on measuring Highways England's performance in acting on users concerns.**

GD reported that further materials for the Sort My Sign campaign had been developed. Additional expenses would be incurred for advertising. KW explained that promotion on social media, including promoted tweets were embedded into the campaign. It was noted that Transport Focus had been able to report back on the difference that it had made, where this information had been made available.

### 2 Update on resourcing, operational deadlines, and risks

LCn confirmed that given the status of the various campaigns there was no concern in this area; a fuller report would be available at the next meeting.

## C Project Future updates

### 1 Project Future - Communications evaluation to date

KW reported that due to political sensitivities and lockdown, there had been less activity, and reduced coverage, than might have been expected, but there was still a very good story to tell. A range of communication vehicles and channels had been used, including blogs, news stories, podcasts, promotion through leadership articles and articles in trade magazines.

Evaluation of the Project Future event showed that it had been a great success. The summary report, and the design of key messages had been well received by stakeholders, including the LGA.

IW provided an overview of the current Project Future work. He confirmed that the omnibus survey would run until the end of September and would be conducted weekly from the end of March. This would provide the best possible learning for future campaign development.

The Group discussed the challenges of measuring the effectiveness of campaigns and how Transport Focus's work was evaluated. It was suggested that a review of measurement techniques should be carried out to find a clearer understanding of measuring impact.

**Action: KW / SN to review evaluation techniques and report back at the next meeting.**

The key lessons from the EV event had been taken on board and would be incorporated into the accessibility event in April. SN was in the process of setting up an events group to coordinate planning and share knowledge and ideas.

### 2 Travel with confidence (workstream)

JS reported that the campaign had continued without high-profile public engagement. Work had been on going with stakeholders and a report had been published. A lessons learned report was published at the end of January, and had been shared and discussed with the Board.

Travel with confidence had two main focuses: capacity on public transport and cleanliness. An audit had been conducted of the information that had been provided to passengers, and the views of the transport user panel were being sought. The panel would be asked to provide ratings on a scale of one to five, rating their experience of public transport. A report on best practice would be published in April.

RW highlighted the issue of ventilation on trains and concerns that air conditioning systems recirculated air. He asked whether train operators had considered newer ventilation systems that could kill pathogens.

JS reported that work on ventilation had been published at the end of February, and that the transport user community had been consulted to obtain their views. The consultation found that passengers did not think air conditioning was clean and preferred open windows, as was being promoted on buses, where of course it was generally easier. The industry had responded to this, and the RDG had distributed an animation to explain how the air conditioning worked. TdP commended the lessons learned, and the best practice report.

LO asked about industry good practice. JS noted that there had been no single operator that had stood out overall, but that some were better in specific areas, for example South Eastern had a tool which demonstrated how busy its trains were. The Transport Focus report had been used in discussion with operators in this respect.

MH reported that website audits were conducted, looking at each train operator to determine the amount of information that it distributed on cleanliness, refunds and assistance. This had been fed back to the DfT.

### **3 Fares and ticketing (workstream)**

The transport user panel report on changing work patterns and flexible ticketing was due to be published in early February. However, the advice from the government was that this was not the right time to look to the future. The report had been shared with governments in Wales and Scotland. It was noted that the report had been, and would continue to be, used to make the case for flexible season tickets.

The buying with confidence project was now focused on refunds. The objective was to ensure that there was sufficient information on websites and that information on refunds was clear. The next phase would be centred around incentives and discounts when people started returning to work. Transport Focus had been trying to obtain information from the government on whether social distancing on public transport would be relaxed in June.

TdP asked whether Transport Focus had conducted any work on the impact of the flattening of the peak and the impact on fares and ticketing. MH stated that fewer passengers travelling and changes in travelling times would have an impact on the morning and evening peaks. It would also result in a loss of income as season tickets were purchased in advance.

#### 4 **Accessibility (workstream)**

The webinar would be held on 27<sup>th</sup> April with Chris Heaton-Harris confirmed as the keynote speaker. The speaker panel would include Keith Richards, Kirsty Hoyle, the accessibility and inclusion lead from the rail delivery group, and a representative from Brighton and Hove buses. BSL and live captioning would be provided.

A survey of the transport user panel, which would include 2,800 individuals who identified as having a disability would be conducted in March. The survey would seek insights, among other things, on the effectiveness of lanyards and whether transport staff had been able to provide assistance during the pandemic.

RW asked CF when the key messages would be finalised. CF explained that they would be finalised during the webinar planning meeting, w/c 15<sup>th</sup> March. RW asked about the direct costs of the event; CF would provide a breakdown in due course.

**Action: CF to provide a breakdown of overhead costs for the accessibility webinar.**

#### 5 **Matching timetables to meet demands (workstream)**

GD stated that the objective of the workstream was to ensure that the review of the timetable would maximise benefits and minimise any detriment to passengers.

A plan had been developed outlining the principles that Transport Focus thought should guide the review of the timetable or service provision. It highlighted the importance of a thorough consultation, the provision of accurate information on the new timetable, and a mechanism by which feedback could be provided. The report would be finalised after Easter. Discussions with six key players, including operators and funders, would be organised to discuss the plan, and highlight Transport Focus's objectives. The impact of reduced services due to the disruption to the driver training programme would be considered. TdP noted that it had been challenging to ask rail companies about timetable changes, and that this could be exacerbated if the level of future demand was unknown.

### **D Other**

#### 1 **Any other business**

There being no other business, the meeting concluded at 1200 hrs

Date of next meeting: Thursday 10 June 2021 1000-1200

Signed as a true and accurate record of the meeting:

---

Rob Wilson, Chair

---

Date

## Summary of actions

Ref	Ref	Date	Subject	Action description	Owner	Due
CSG	2021-006	Mar 21	Bus users survey	Circulate update	LCn	01/06/21
CSG	2021-007	Mar 21	Sort My Sign campaign	Provide further details on measuring Highways England's performance in acting on users concerns.	GD	01/06/21
CSG	2021-008	Mar 21	Evaluation of campaign impact	Review of the latest evaluation techniques	KW	01/06/21
CSG	2021-009	Mar 21	Accessibility webinar	Provide a breakdown of costs	CF	01/04/21

## Transport Focus Statistics Governance Group

<b>Date:</b>	<b>Wednesday 17 March 2021</b>
<b>Times:</b>	<b>1033-1203</b>
<b>Location</b>	<b>Video Conference</b>

### Attended

#### **Board members:**

Theo de Pencier	TdP	Board member, Transport Focus, Chair
Rob Wilson	RW	Board member, Transport Focus
Alan Benson	AB	Board member, London TravelWatch

#### **Management attendance**

Anthony Smith	AS	Chief Executive
Jon Carter	JC	Head of board and governance
Louise Coward	LCd	Head of Insight
Stephanie Ahemor	SA	Board and governance executive
David Greeno	DG	Senior Insight Advisor
Murray Leader	ML	Senior Insight Advisor
Robert Pain	RP	Senior Insight Advisor

### Apologies

None

A Standing items	
<b>1</b>	<b>Chair’s opening remarks; apologies and introductions</b>
	<p>TdP welcomed everyone to the meeting. He noted that several activities including a webinar, a session on the data hub, board meetings in Scotland and Wales and the campaigns steering group had taken place. He thanked everyone who had been involved.</p>
<b>2</b>	<b>Minutes from previous meeting: December 2020</b>
	<p>Clarification was sought on whether the change to digital data collection to reduce costs had taken place. LCd confirmed that this was ongoing.</p> <p>Confirmation was sought on whether the meeting with the OSR had taken place in January. DG explained that the meeting had taken place in March, progress had been made and they had been supportive.</p> <p>TdP asked whether the omnibus survey on SRUS had taken place. LCd explained that the survey would be implemented at a later date.</p> <p>The minutes were approved subject to clarification.</p>
<b>3</b>	<b>Action matrix</b>
	<p>The action matrix was noted. TdP believed he had not received the presentation on the push to web multimodal pilot. LCd agreed to resend the presentation after the meeting.</p>

B Rail Passenger Satisfaction	
<b>1</b>	<b>Interim measurement of rail passenger satisfaction and plans for NRPS in 2021 – update</b>
	<p>DG reported that the survey pilot had provided further feedback which incorporated questions from the DfT, Transport Scotland and other key stakeholders. The survey would be segmented.</p> <p>The survey had been in the field and would be complete by the end of March. To date 1,300 users had completed the questionnaire. The panel included individuals who had used the rail network within the last three months, lapsed users who had not used the railway in the past three months, and non-users. In total, responses were expected from 3,000 users.</p> <p>TdP asked whether the qualitative deep dive into future travel plans had taken place. DG explained that the initial phase had started in January, and the deep dive had started week beginning 15<sup>th</sup> March. The qualitative survey would obtain feedback on people’s views on social distancing and the relaxation of the rules when this occurred.</p>

LCd stated that there were restrictions on when the data could be published, due to the pre-election periods. However, the results had been shared, in confidence, with operators and other key stakeholders. The data would be shared more widely at an event in May.

The rail tracker survey would commence once more passengers started travelling on the network. Pilot surveys and desk research would be conducted. LC stated that the qualitative work would be instrumental in gaining insights on passengers' experience and the likelihood of them returning to train travel. The suppliers for the pilot surveys had been briefed. A company, Feedback Ferret, had been exploring a new way of implementing the survey, putting QR codes on stations and trains, which people could scan to complete the questionnaire. An analysis would be conducted to determine whether passengers followed the actions and on the quality of the data collected.

TdP asked whether there had been any feedback from the transport statistics user group meeting. LCd stated that the meeting had been an opportunity to highlight the work of Transport Focus.

RW queried the review of scope of the NRPS, specifically whether the review would focus on the objectives, whether they had been met and the difference Transport Focus had made. LCd acknowledged that these points were important. The objectives of the NRPS would be reviewed to ensure they were appropriate. A freelancer, with experience in customer satisfaction had been employed to develop a plan to address these issues.

**Action:** LCd to circulate document on the review of the NRPS.

LCd would be meeting with the DfT in March to discuss the measurement of patient satisfaction. She would also be meeting with the insight lead at Network Rail and RDG to discuss this issue.

AS noted that the NRPS had been inherited. He explained that there had been discussions on 'co creation' of the survey with other organisations. LCd confirmed that the rail industry would be consulted on the design and scope of the survey. Monthly meetings would be held with the RDG and Network Rail, where Transport Focus would share its plans.

There was discussion about the challenges of determining when passengers would return in sufficient numbers for data collection. LCd noted that the weekly omnibus surveys provided useful insights and had shown that passenger numbers were increasing. The timings with regard to resuming passenger surveys would be guided by the stakeholders, particularly the DfT.

<b>2</b>	<b>Office of Statistics Regulation Action Plan review</b>
	The progress of the review was noted. DG had informed the Office of Statistics Regulation about the interim survey and the emerging longer term plans.

**C Bus Passenger Satisfaction**

**1 Measuring passenger satisfaction and more post COVID – update**

<b>1</b>	<p>RP reported on the following:</p> <ul style="list-style-type: none"> <li>• The qualitative phase had been successfully completed, and the results would be shared with internal and external stakeholders. The findings would be published later in March.</li> <li>• An agency had been selected to run the survey. Changes had been made to the survey based on feedback from the bus operators. The fieldwork would be completed in March.</li> <li>• Transport for Wales and Transport Scotland agreed to increase the sample size. The total sample size including England would be 10,500, including passengers who had used the bus since the start of the pandemic, lapsed users and non-users. The sample size included 1,000 people aged 14 to 19.</li> <li>• Changes had been made to the questionnaire in response to feedback from stakeholders. The time needed to complete the questionnaire had increased to 20 minutes, and the survey had been segmented. The increased cost as a result of the changes to the questionnaire was unlikely to be significant.</li> <li>• There was a risk that approval for the increased sample size in Wales might not be approved by procurement in Wales.</li> </ul> <p>Concerns were expressed about the increased time required to complete the questionnaire, and the impact that this might have on the number of people who would complete it.</p> <p>The Group also considered whether passenger views had been sought on whether the changes that had been implemented by the bus operators had made their life easier, and the challenge in obtaining feedback at the current time as only passengers who were travelling, would notice the changes that the operators had made.</p> <p>AS noted that the bus strategy had been published on Monday 15<sup>th</sup> March. By the end of October, all local transport operators must have a bus service improvement plan, which should include targets for passenger satisfaction and measurements. He suggested that Transport Focus could contact local transport authorities offering them a benchmark to measure their performance against. RP noted that the challenge would be in accessing passengers to conduct the survey, and ensuring that the most appropriate areas and routes were surveyed.</p>
----------	--

	<p>LCd stated that the feedback from the pilot would provide helpful insights. She explained that face to face surveys were more inclusive, as they did not exclude individuals who did not have a smart phone. AS reiterated that developing a bespoke product, with six survey questions would be useful for the 77 bus operators.</p>
--	--

## D Strategic Road Users Survey (SRUS)

<b>1</b>	<b>General update and 2021-22 planning</b>
	<p>ML reported that two pilots had been conducted, and useful lessons had been learnt. The second pilot had been conducted in January, and a presentation was developed with a detailed analysis of the outcomes of the pilot. The pilot scheduled for the beginning of February had been postponed due to the lockdown.</p> <p>The results had been presented to Highways England. The key points from the pilot were:</p> <ul style="list-style-type: none"> <li>• The concept had been validated. The profile of the respondents tended to be male and older. This would be addressed by amending the style and design of the letter.</li> <li>• 66% of respondents had started to complete the survey, and the aim would be to increase this to 80-85%.</li> <li>• Amendments would be made to the survey to decrease the length and time taken to complete it.</li> <li>• The satisfaction measures found that there were more neutral than affirmative responses, compared to the results in face to face surveys.</li> <li>• Traffic levels were now at 60% of the levels observed before the pandemic.</li> <li>• The survey would start on Friday 18<sup>th</sup> March and would continue on a monthly basis. The results would provide insights on travel during the Covid-19 pandemic. Stakeholders had been kept updated at monthly meetings.</li> </ul> <p>There were no questions on the presentation. TdP thanked ML.</p>

## E Motorway Services User Survey

<b>1</b>	<b>Motorway Service Users Survey update</b>
	<p>TdP stated that this survey had been moved from June to September and was coded amber. There was a 12-month delay to MSUS. LCd stated that Louise Collins would speak to the operators to determine whether smaller scale surveys at selected sites, could be conducted in September. Dialogue with the operators was ongoing.</p>

F Logistics and Coach Manager Survey	
<b>1</b>	<b>Logistics and Coach Manager Survey update</b>
	<p>ML reported that wave one of the survey had been conducted in October/November and the second wave in February and March. The aim was to increase the response rate and maintain the involvement of the stakeholders through regular presentations.</p> <p>The second reminder would provide an option to complete the questionnaire online. The questionnaire had been reviewed with the stakeholders and the project had been coded green.</p>

G Any other business	
<b>1</b>	<b>Push to web general update</b>
	<p>A mailing of 6,000 with five different letters and one reminder had been tested. The highest response rate generated was 9.8%. 323 responses had been received across all modes of transport. The results would be published in April.</p>
<b>2</b>	<b>Panel recruitment</b>
	<p>LCd explained that the aim was to increase the transport user panel to 22,000. One aim was to have a more diverse transport user panel. A cultural behavioural specialist had been employed to help. Five trial mailings had been developed, and the most successful would be circulated to 100,000 people before the year end. The mailings would be circulated to members of SGG.</p> <p><b>Action: LCd to circulate trial mailings on panel recruitment to the Group.</b></p>
	<p>TdP thanked everyone for their contributions. The meeting closed at 12.03. The date of the next meeting is 16<sup>th</sup> June 2021.</p>

Summary of actions						
Ref	Ref	Date	Subject	Action description	Owner	Due
SGG	2021-006	17/03/21	NRPS Review	The document on the review of the NRPS would be circulated.	LCd	Apr 21
SGG	2021-007	17/03/21	Panel recruitment	The trial mailings on panel recruitment would be circulated to the Group	LCd	Apr 21

# Minutes

Signed as a true and accurate record of the meeting:

---

Theo de Pencier, Chair

---

Date



Transport Focus Audit and Risk Assurance Committee	
Date:	Wednesday 14 April 2021
Times:	10.00-12:19
Location	Video Conference
Classification	NOT PROTECTIVELY MARKED

## Attended

### Board members

Isabel Liu	IL	Board member, Chair
Arthur Leathley	AL	Board member for London

### Management attendance

Jon Carter	JC	Head of board and governance
Nigel Holden	NH	Corporate services director
Sara Nelson	SN	Head of communications
Stephanie Ahemor	SA	Board and governance executive

### Other attendees

Martin Burgess	MB	Engagement Director, NAO
Aaron Condron	AC	Head of Internal Audit, GIAA

### Apologies

Kate Denham	KD	Board member
Anthony Smith	AS	Chief Executive

Item	Subject
------	---------

<b>A</b>	<b>Standing Items</b>
----------	-----------------------

1	<b>Chair's opening remarks; apologies, introductions and declarations of interest</b> Apologies were received from KD and AS. No declarations of interests were made.
---	--

2	<b>Minutes from previous meeting: January 2020</b> The minutes of the previous meeting were approved.
---	--

3	<b>Action matrix</b>
---	----------------------

Concern expressed by KD about the lack of process in determining which projects should be cancelled had been addressed. NH stated that a table would be created with details of projects that were on hold, those that would go ahead and cancelled projects. An approval process would be developed for cancelled projects. This would ensure that there was a full audit trail.

## 4 **Meetings of subsidiary undertakings**

### 4.1 Transport Focus Wales Ltd

#### **Business Meeting notes (April 2021)**

These were noted.

### 4.2 Transport Focus Scotland Ltd

#### **Business Meeting notes (February 2021)**

The minutes from the meeting in February had been reviewed by the board. There were no further comments.

## **B Finance and statutory reporting**

### 1 **YTD finance report**

The figures in the report were final but they were subject to audit.

The income from additional funding for projects was higher this year. Some planned projects had not been implemented due to the lockdown, and surplus funding would be returned to the DfT.

The value of the lease for Albany House had been shown as income in the management accounts, further to IFRS 16 requirements. Transport Focus would be paying rent for Fleetbank House until May. Government Property Agency had originally wanted rent to be paid until the end of September.

Funding via the franchise agreements would continue, and was considered confirmed if it had been written into the agreement. The funding from GTR had not been written into the agreement, and had stopped in September 2020. The income had not been recognised. The agreement with Avanti, who had asked Transport Focus to look at the impact of HS2, was continuing.

### 2 **Governance Statement V2**

This had been updated and now included a statement about Covid-19. References to the Committee needed updating.

### 3 **Transport Focus Wales Limited: parent company guarantee**

The parent company guarantee in respect of Transport Focus Wales Ltd was **approved**. The approval of the DfT to this arrangement was now considered rolling.

### 4 **2020-21 audit update on progress**

Interim work had been completed on parts of income and payroll expenditure. The draft accounts would be available within the next few weeks.

Agreement had been reached on how the DfT grant in aid in respect of Albany House should be accounted for.

## **C Business performance management and internal audit**

### **1 Project management reports**

#### **1.1 Project summary report**

The report dated 29<sup>th</sup> March was the most up to date. Some of the projects that should have been completed by year end, had been delayed due to lockdown and affected by the reduction in the number of passengers using the network. The income for such work would be recognised next year, where partly funded by a third party, only to the extent that the rules allowed.

#### **1.2 Record of projects (lite version)**

The Streetbees project did not take place, a decision would be made on whether to remove this project from the list.

### **2 Business planning: workplan 2021-22 and beyond**

The Committee noted the workplan had now been reviewed by the Board and had been published.

### **3 Internal audit progress report**

AC reported on progress on the current plan. London TravelWatch and Transport Focus Wales were complete (see below). Fieldwork for Operation of Core Controls under COVID-19 was complete and would be issued soon. This would then facilitate the generation of the year-end annual opinion. The plan for 2021-22 had been developed and was included for discussion later.

### **4 Internal audit reports (as available)**

#### **4.1 London TravelWatch**

The recommendations in the report would be reviewed by a newly formed working party, CARGO, which had held one meeting, with a second meeting planned for week beginning Monday 19<sup>th</sup> April. The group would report back to the management team and the respective boards. A meeting had been organised on Friday 16<sup>th</sup> April to determine the priorities for the casework team and the KPIs. The report was considered very useful. Recommendations would be added to the rolling internal audit action log.

#### **4.2 Subsidiary Operations Wales**

This review had been based on Transport Focus Wales focusing on governance, finance management, the working arrangements and their added value. The governance and reporting was clear and comprehensive. Reports from stakeholders indicated that Transport Focus Wales added value, but there were areas for improvement.

It was noted that the risks should be identified, documented and a process should be developed for managing them. The value of a review of key controls was discussed. Clear workplan objectives and KPIs should be developed. The report was considered very useful. Recommendations would be added to the rolling internal audit action log.

## 5 **Draft internal audit plan 2021-22**

Based upon current risks, four audit areas were proposed: complaint handling and casework, information security and governance, insight products and core controls.

The proposal included an increase of the number of days required from 42 to 50 (with a further uplift to 60 days in future years), following an external quality assessment review of the GIAA, and its approach when dealing with smaller customers. This increase would involve adding time to the existing reviews and reflected the amount of time required to deliver a robust opinion.

The Committee felt that whilst the audit service was valuable, there was a noticeable lack of rationale for the proposed increase. There was no evidence demonstrating that the current number of days was inadequate. Furthermore, the increase ignored the extra staff days required by Transport Focus, days which did not currently exist. The additional cost would need to be funded by cutting expenditure elsewhere, since the organisation's budget had not increased by 20%. The Committee explored how the additional eight days might be allocated over the course of a typical year.

It was agreed JC and AC would discuss the 2021-22 plan in detail based on the proposed 50 audit days, but that any increase beyond that in future years was unacceptable. A letter to, and follow-up meeting with, DfT Chief Internal Auditor, Ronak Kakad, was agreed as a sensible way forward.

## **D Risk**

### 1 **Strategic risks and opportunities**

The board workshop, held at the end of February, and the briefing of the management team had been a very useful exercise. Concrete actions had arisen from the workshop.

The Committee agreed with JC that the risk framework was too complicated, and should be reviewed and simplified. This would enable all individuals in the organisation to 'get' the risks and opportunities. Work on the risk appetite was ongoing, and a project risk workshop for project managers and sponsors had been organised. This work should be finished during the next quarter.

KD had been supporting translating the themes from the board workshop to the management team, and would (hopefully) be providing further support on the key opportunities.

## **2 Information risk**

### **2.1 Q4 Information risk report**

The GDPR design and default survey was completed by the information asset owners (including London TravelWatch) in February/March. The information assets related to Transport Focus Wales would be reviewed by JC and NH in the next quarter.

Online training sessions would be organised for all staff and board members soon. Issues with London TravelWatch staff access to the civil service online portal would be addressed.

### **2.2 Q4 Information risk assessment and data map**

The updated data map was noted.

## **3 Team risks: Communications**

Two significant strategic risks remained: the inability of Transport Focus to deliver due to resourcing constraints, and that Transport Focus cease to have a voice in the media due to a crowded marketplace.

SN reported that the communications team included public affairs resource, a digital communications officer and a senior communications officer. Freelance support was used as required. Public affairs had been led by Hazel Phillips (HP) with support from other colleagues.

Organisational planning would be improved across the organisation to streamline the number of reports that were issued at the same time.

Transport Focus had a 24-hour press office and spokespeople who had been trained and briefed to speak to the media. The communications team had been updating its relationships with key media and ensuring that the media knew that they would obtain a considered response from Transport Focus. The team in consultation with management had had ongoing discussions about the appropriateness of Transport Focus commenting on key issues in sensitive periods.

The importance of brand integrity and ensuring that reports adhered to Transport Focus style guide was highlighted. The strength of the internal communications function was highlighted as a success. This included activities such as away days, weekly staff briefings and lunch and learns. The communications team were thanked for their excellent work.

## **4 Half yearly risk report to Board**

The corrections as discussed would be made to the report, including the correction of currencies. The next draft of the report would be circulated in the next few weeks.

## **E Governance and scrutiny**

### **1 Annual review: interests**

There were no comments on this, which the Committee noted.

2 **Annual review: gifts and hospitality**

The Committee noted there were no entries on the gifts and hospitality register.

3 **ARAC annual report to board**

The key issues discussed during the meeting would be developed into a paper and circulated to the Board in June.

**F Staffing and remuneration**

1 **Staff forum update**

The focus had been on ensuring the wellbeing of staff during the lockdown. A series of workshops had been planned to discuss future campaigns. Conversations about returning to the office had started, including issues around using public transport. Virus planning meetings were held every fortnight across both organisations.

2 **Absence and diversity report**

The report for Q4 was noted. The absence rate had been low. There had been a few cases of Covid-19 among the staff, but they had recovered. There had been one or two absences due to reactions to the vaccine.

A workshop had been held for all staff on D&I, and a similar workshop would be organised for the board. A survey had been completed on D&I, and the organisation would develop a statement on this.

3 **Staff development update**

Lunches and learns had continued. The writing course, which was attended by several staff was well received. A lunch and learn with Tricia McAuley had been organised.

4 **Performance related pay: annual bonuses for 2020-21**

The organisation had proposed a pay increase of 2% and presented this to the DfT in July/August 2020. This had now been reduced to 1.5%.

One third of the required bonus pot by year end had been used to pay spot bonuses, but new DfT instructions meant that in distributing the remainder, the maximum amount that any individual could receive as a bonus would now be £250.

The Committee discussed the fairness (and external presentation) of an across the board bonus payment. Concern was expressed that individuals who had had an outstanding year may not be sufficiently rewarded. It was suggested that there could be a non-financial system to recognise such individuals. There was also a query on how the £250 bonus related to spot rewards - NH explained that the value of spot rewards varied between £100 and £250 but that 60% of individuals received £250. The Committee agreed with NH that MT should henceforth have flexibility in respect of the spot award maximum payment.

The payment of £250 to all staff was approved. It was noted that external messaging would be developed to address any challenge

There being no further business the meeting concluded at 1219 hrs.

**Dates of next meetings:**

Tuesday 15 June 2021 1430-1600 (annual report and accounts)

Wednesday 14 July 2021 1000-1200

Signed as a true and accurate record of the meeting:

---

Isabel Liu, Chair

---

Date

**TRANSPORT FOCUS WALES LIMITED**

Fleetbank House, Salisbury Square, London EC4Y 8JX  
Telephone 0300 123 0855

**BUSINESS MEETING NOTES**

Date: Wednesday 07 April 2021  
Location: VIDEO CONFERENCE CALL ONLY  
Time: 1000-1130  
Classification: **NOT PROTECTIVELY MARKED**

<b>Zoom Video Call</b>
See link in calendar appointment

**Attended**

Jeff Halliwell	JH	Director, Chair
Nigel Holden	NH	Director
Jon Carter	JC	Secretary
Anthony Smith	AS	Chief Executive, Transport Focus
David Beer	DB	Senior Manager Wales, Transport Focus
Michelle Roles	MR	Stakeholder Manager Wales, Transport Focus
Stephanie Ahemor	SA	Board and governance executive
<b>Apologies</b>		
Cllr William Powell	WP	Director
David Sidebottom	DS	Director
<i>Copy to</i>		
Hazel Philips	HP	Public affairs advisor

Item	Subject	Action ref (if any)
1	<p><b>Chair’s opening remarks; apologies; declarations of interest.</b>            JH welcomed everyone to the meeting and noted apologies from William Powell and David Sidebottom.</p>	
2.1	<p><b>Notes from previous meeting.</b>            Agreed.</p>	
2.2	<p><b><u>Action points for updating not covered elsewhere</u></b>            None.</p>	
3	<p><b>Reports</b></p>	
3.1	<p><b>Operational report</b>            Key lessons report had been very well received by stakeholders. The graphic had been particularly useful and had been shared widely. The recent report to Ken Skates was noted and will be repeated after the election.</p> <p>Overcrowding had not been the issue it might have been, with most operators well prepared. Website issues had also been addressed, with some concerns in the North Wales / Chester area. Much work had gone into new fleet deployment and resolving some of the introductory issues, part of the problem being new stock had been ordered before the current Amy Keolis contract was signed.</p> <p>AS wondered if there was any opportunity for us to provide additional insight – MR and DB thought it unlikely at present.</p> <p>Discussions had begun about how to support passengers returning to the railway after lockdown.</p>	
3.2	<p><b>Strategic issues report</b>            DB noted the whole industry strategic plan, emerging from the Williams review. It would have many elements including passenger issues, economic recovery and decarbonisation. Further discussions with Network Rail have taken place about how we can input to the plan based on the evidence we have. Anthony is likely to be plugged in at a NR senior level. There is likely to be some pressure to make progress on the roll-out of the plan, and a joined-up approach was essential.</p>	

The safety of level crossings was a recurring issue, with a number of social media postings during the pandemic. Work was under way to make faster progress on making level crossings safer.

In respect of timetable planning, modelling was under way taking account of the available rolling stock and the need for social distancing, in advance of the May timetable change. Enforcement remained an issue.

The Welsh Transport Strategy had been published. We had been proactive with WG officials in helping to scope a new approach to passenger representation, but this had not been overtly stated in the published strategy. There remained, however, clear opportunities for deeper collaboration in some of the workstreams that flowed from it, as well as the potential welsh board member recruitment process.

DB would ensure that WG and other stakeholders would be invited to the upcoming accessibility event. There had been a recent fares change based on RPI+1 but the opportunity had been taken to remove anomalies from the system – Transport Focus had been pushing for this for some time. TfW Rail are also looking at ticketless travel -with a view to replacing penalty fares with a system that would deal with the c 30% volume of unpaid fares at present. A recent meeting with revenue protection officials looked at the recent consultation, identified some missing issues and options, and had helped to plot a way forward. A key issue remained the availability of ticket vending machines / unstaffed stations and assurances had been provided in respect of passengers unable to buy tickets.

The Burns report on the South Wales M4 corridor had made recommendations that had now found their way into the Transport Strategy. Further to the original thinking, based on local journeys around Newport, it had now emerged that journeys were generally longer and of more 'importance' and a board had been established to oversee the next steps.

JH wondered about the new global testing centre of rail excellence facility at Nant Helen surface mine and Onllwyn coal washery at the head of the Dulais and Tawe Valleys. DB explained that the site was being turned into a test track with a station interface which would be a world class facility for testing all sorts of rolling stock. See [link](#) for further details.

JC brought the meeting up to date with the emerging arrangements for the Welsh Board Member (and TFWL Director).

#### **4 Other issues / updates**

##### **4.1 HoC Welsh Affairs Committee inquiry into rail infrastructure in Wales – our submission for noting**

DB introduced our submission to this inquiry, and in particular our contention that investment decisions should pass a ‘passenger test’ where they were looked at against evidence-based passenger priorities. There were many competing options for rail investment in Wales, driven by a number of priorities, which needed careful consideration -not least through the ‘build back better’ initiative.

##### **4.2 Update on research in Wales: GB-wide bus research and integrated responsive ‘fflecsi’ transport.**

DB updated on the ‘fflecsi’ project based on demand responsive principles. The WG was keen to understand where this could fit into an integrated local transport system. The focus groups would comprise those with and without experience of DRT. The groups had so far been convened in Pembrokeshire and North Wales. Next, certain flexible services would be launched in the Newport area which would be a living trial. Other experiments were taking place in England. Results would begin to emerge in either the late spring or summer depending on what they included.

JH noted the upcoming meeting with Baroness Vere would benefit from a summary of the preliminary results.

The WG had contributed to the new GB-wide bus passenger research, but there had been certain procurement hoops. DB had now overcome these but there were lessons for future projects. The qualitative work had been completed and the quantitative phase was now under way. Progress is very good – over 9,000 users were participating overall so far with over 1,000 in Wales.

#### **5 Finance**

##### **5.1 Management accounts year ending 31 March 2021**

The fflecsi project had meant that the year had ended with a small surplus but a good overall financial performance

NH and JC updated the meeting on the imminent internal audit report on the subsidiary, which was expected to be helpful and positive.

**5.2 Financial forecasts 2021-22**

NH noted the profit timing issue at the early part of the year based simply on the timing of income and expenditure. There would always be sufficient cash at bank to cover the outgoing flows.

DB noted the Sloper Road office is currently costing only around £3,000 per year, but we will need to vacate during the coming year. WG facilities are not an option based on proposed rent. We were still working on identifying options up to around £5-6,000 pa which the forecast has taken account of. The meeting noted the importance of keeping both a real and registered office in Wales.

**6 Any other business**

There being no other business the meeting concluded at 1117 hrs.

Date of next meeting: **Tuesday 08 June 2021 1000-1130 by video conference call.**

Signed as an accurate record of the meeting:

---

Jeff Halliwell, Chair

---

Date

## Transport Focus workplan: April-September 2021

### 1. Overview

Our ambition is to provide world class transport user representation. A reliable, good quality transport system supports sustainable growth, an excellent quality of life and improved opportunities for all. It is vital that the needs and priorities of transport users across Great Britain are heard in all major decisions about how transport is operated, and future investment targeted. After the Covid-19 pandemic, we must build back a better, fairer, safer and greener transport system.

We help improve the day-to-day travel experience of many transport users through our unique, innovative, independent transport user insight and advocacy. We can help shape strategic transport improvements for the user and hence ensure value for money, improve diversity and inclusion and contribute to the 'levelling up' agenda. We translate insight into action.

Our role is even more crucial as the country, the transport industry and users respond to the highs and lows of the Covid-19 pandemic and the eventual need to attract people back to public transport.

In addition to Covid-19, we anticipate some significant reform for rail and bus in parts of Britain to engage in for the passenger benefit. We also have a role as the country takes steps towards another challenge: decarbonising transport. To succeed, the user must be at the heart of meeting these challenges. Here we set out what we plan to do over the next six months to meet them.

### 2. Introduction

#### What next? What should Transport Focus work on now?

*Re-building the boat in open sea?*

This is how someone described the process of change. Planning in such an uncertain environment seems difficult right now. The scenarios facing the UK and its nations could mean we have lockdowns and restrictions going on for months to a point where vaccination levels mean travel can re-start or even a re-opening causing a rush back to transport. The reality will probably be a messy period of vaccines, variants and false alerts and starts. We will be flexible in responding to whatever circumstances arise, and hopefully will return to or adapt previous campaigns. What should Transport Focus plan to do in this time?

*Some certainty?*

Some things do seem relatively certain. The way we live and move around has probably changed forever. More working at home for some, less commuting. But we

won't know by how much it has changed for some time. Many people still need to travel. So, we need to carry on talking to them about their experiences and representing their interests. As travel does re-open, there will be key issues around confidence in using public transport and lowering the barriers, through ticket retail reform, to getting people back on board when the time is right. Road travel will continue to grow back so our work with Highways England will affect even more people.

### *The climate crisis won't pass as quickly*

While the Covid-19 crisis will hopefully pass, the climate crisis won't. This gives our traditional focus to make rail and bus transport better a new impetus to encourage a more sustainable choice.

### *Insight matters*

Insight underpins everything we do. We will continue our Omnibus surveys (returning to weekly) of experiences and attitudes to travel which will be even more important for users in this period of potentially rapid change. We plan to expand the usefulness and size of our Transport User Panel to explore specific issues in more depth. We are developing new satisfaction surveys for bus and rail users which we plan to introduce later in the year. They will be more digital, always on, quicker, more representative and provide faster responses.

### *Diversity matters*

We are reviewing the diversity of the people we talk to in our insight and other work. Can we do more to reach the seldom heard? We must capture as wide a range of views as possible and also that our people are as diverse and inclusive as possible. This will make us more effective and useful in representing a wider group of people.

Over the next six months, in particular, we will:

- Help rebuild passenger confidence in using public transport post pandemic guided by their needs, experiences and new ways of living
- Advocate for the user in reforms to rail and bus
- Continue to identify barriers to transport for those with disabilities to help improve their access to it
- Improve the organisation's inclusivity and diversity
- Ensure that the user view is at the heart of decarbonising transport
- Rebuild our insight and adapt it to the new circumstances
- Rebuild our campaigns as and when appropriate.

## **3. Restarting travel and the economy**

### **3.1 Identifying and rebuilding transport user confidence through insight post Covid-19**

We will

- continue our highly successful and widely used Omnibus survey of public

attitudes to travel, covering all modes including road use, subject to adequate funding and according to relevant timescales

- continue to use our standing Transport User Panel to explore user issues in more depth. We will expand its size and refresh its membership
- at the same time, work towards restarting the measurement of satisfaction with rail, bus and tram journeys. In the shorter term, our new 'Barometer' will gather insight on user and non-user confidence and experience providing fast feedback. This will enable us to gather and publish the views of representative samples of users or potential users of different types of transport and allow for more targeted and effective interventions.

### **3.2 Breaking down barriers to public transport**

Our insight during Covid-19 identified what people need to give them confidence to get back onto public transport when the time is right. Using this insight, we will work with the transport industry to break down barriers to travel and build back better and new services in a way that meets user needs. We will develop a new workstream aimed at identifying the current barriers to rail use, help break them down and restore passenger confidence, as well as boost industry revenues. Rail fares and retailing reform is likely to feature heavily.

### **3.3 Balancing supply and demand**

Lower passenger numbers and local authority/commercial funding pressures could lead to reductions in the levels of bus and rail services, hopefully only in the short term. It is important to maintain viable networks – otherwise people may not come back to public transport or find it no longer suits their travel needs. We will work to ensure any service reductions are proportionate, temporary and, wherever possible, not leading to a total reduction of choice in certain areas.

### **3.4 Bus Strategy**

The Government's new National Bus Strategy will be welcome for bus passengers across Great Britain. For many, buses are a lifeline to employment, education, and leisure, as well as being essential to the economy. The Strategy proposes investment on what we know are current bus passengers' priorities that is more services running more reliably and providing better value.

We will work with Government, bus operators and transport authorities to make sure passengers' needs are at the heart of new arrangements. This includes developing:

- A new bus passenger charter and improved passenger representation
- A new measurement of bus user satisfaction to assess the impact of new investment and activities.

### **3.5 Rail reform**

The Covid-19 crisis has accelerated a process of reform already underway. Government control over the railways has increased, and major changes will be made to their structure, funding, specification and operation in the forthcoming White Paper as well as big changes to fares structures. It is important that the passenger voice is heard in these decisions being made on their behalf.

We anticipate the proactive role we can play in rail reform will include:

- Developing and implementing proposals to become an even more effective passenger champion in line with any wider rail reform
- Supporting the vision for rail set out in any forthcoming White Paper
- Understanding and identifying opportunities for passengers arising from any rail reform process and
- Engaging strategically with the relevant areas of the rail industry to help shape reform for the benefit of passengers.

### **3.6 Making a difference for passengers**

We will continue to advocate for transport users at a city/region level as tough decisions on long-term public transport priorities are made across major city regions. This will be achieved through our roles in chairing and representing passengers on strategic bodies<sup>1</sup>.

## **4. Making a difference for road users**

England's motorways and major 'A' roads, the strategic road network, are crucial to the country. Lorry traffic remained high during the formal lockdowns and, while commuting and business travel patterns may change post-Covid-19, it is likely that traffic levels overall will rebound quickly as the economy and society reopens. We will continue our work representing the interests of all who use Highways England's roads, whether in a car, coach, lorry or van, riding a motorbike, bicycle or horse, or on foot.

We will look ahead to what road users need from the Government's third road investment strategy (2025-30), including to make journeys in a fully electric vehicle. We will also continue to provide constructive challenge to Highways England to help it better meet the needs of today's road users.

## **5. Sustainable transport**

There are several user issues to be considered in encouraging sustainable transport beyond making sure that public transport is an attractive and convenient way to get around. Also, while electric car take up is slowly spreading, the price of purchasing or leasing vehicles and access to charging continue to be issues. We are looking at the consumer experience of using electric vehicle charging on England's Strategic Road Network. So we will:

- Carry out and publish new research to understand the steps road users want taken so they can switch to a fully electric vehicle for journeys on Highways England's roads
- Look more at 'nudge' techniques, widely used in Government messaging, to see if simple changes can help more people choose greener transport.

---

<sup>1</sup>West Midlands Bus Alliance, Bristol City Transport Board, Liverpool City Region Bus Alliance, West Yorkshire Bus Alliance, Cambridgeshire and Peterborough Combined Authority bus partnership, Mayor for Greater Manchester's Transport Board, Transport for the North's Partnership Board, Pan, London Strategy Group (rail), Transport for Wales Advisory Panel, Scotland's Rail Recovery Task Force

## **6. Inclusive transport**

While all our work benefits all transport users, the needs of disabled users require additional focus. We will be boosting this area of our work in the coming months. We have an ongoing programme of Covid-related activities which involves talking to motorway service operators, bus and train companies about Covid-19 safety measures and alleviating barriers to travel; the issues (and any good practice identified) will be discussed at a webinar. We will also boost our capacity to engage with disabled passengers, motorists and stakeholder groups. This will include expanding our Transport User Panel and trialling a new digital format for our Accessibility Forum.

## **7. A well run and governed, effective organisation that is seen and heard by transport users and decision makers**

We will continue to deepen our fruitful relationship with London TravelWatch enabling us to deliver more integrated user representation and better value for money.

We will also continue our programme of public board meetings and webinars, including broadcasting the events and using innovative digital channels to encourage greater participation and engagement.

Our communications reach, including a greatly enhanced social media presence, has been significant in 2020-21. We have relaunched the website after a detailed consultation with those who use it and will continue to refine it in the coming months.

We aim to build on these and other efforts, such as the newly-launched podcast, to reach more stakeholders and consumers with our work. We'll continue to run our 24/7 press office, service the social media channels, continually update the popular data hub and the new 'barometer' dashboard, and investigate new ways to bring the work of Transport Focus to the attention of those who need it.

The delivery of this plan relies on our staff who have demonstrated their effectiveness and resilience in the last year. We will ensure our policies and systems continue to provide flexibility to support smarter working, including in our plans for relocating the London office. We will be guided by Government advice about the safety of returning to our offices.

*Please note, more detailed projects are set out in the attached Appendix.*

**March 2021**

## Appendix: Detailed projects for April-September 2021 Workplan

### 1. Rail

- 1.1 Continuing to represent passengers on Network Rail's supervisory boards across England and Wales, input to the TransPennine Route Upgrade Board and work with Network Rail on the reopening of passenger services on the Northumberland line. We will work with Transport for Wales to provide consumer led insight to wider transport needs in South East Wales.
- 1.2 Boosting the rail user voice. Some train companies fund additional consumer representation on behalf of their passengers. So Transport Focus will carry out extra work on behalf of those using Great Western Railway, Greater Anglia, Northern Trains, South Western Railway, TransPennine Express, West Midlands Trains, Transport for Wales and Network Rail Wales
- 1.3 Continuing our role in representing the passenger on licence conditions and policies such as Accessible Transport Policies, National Rail Conditions of Carriage, ticket office opening hours, complaints handling procedures and Penalty Fare schemes
- 1.4 Continuing to work with the Department for Transport (DfT) on rail contracts, including checking and reporting on information provided to passengers on train company websites.
- 1.5 We will continue to push for improvements on: Delay Repay compensation, passenger information and, in association with London TravelWatch, on complaint handling and escalation procedures including the performance of the Rail Ombudsman through our roles on the Rail ADR Scheme Council.

### 2. Bus

- 2.1 Identify industry best practices as Government and industry move towards new partnership arrangements
- 2.2 Building on existing work checking the clarity of information provided on bus company and local transport authority websites. Explore potential to do similar for tram and coach operators
- 2.3 Developing new ways of conducting bus passenger surveys whether it be the gathering of data or the liaison and follow up with the operators and authorities on that data.

### 3 Roads

**3.1 Measuring and reporting consumer opinion**, as required by the second Road Investment Strategy, we will:

- Carry out the Strategic Roads User Survey (SRUS) to continuously measure satisfaction with journeys on Highways England's roads and contribute to discussions about the target to apply from April 2022
- Carry out the Logistics & Coach Survey: Strategic Roads every four months to measure satisfaction with Highways England's roads among businesses in these sectors
- Complete the development of our new survey into the needs of cyclists, pedestrians and equestrians using Highways England's roads
- Explore options to update our understanding of attitudes to and experiences of roadside facilities.

### **3.2 Ensuring road users' priorities are at the heart of the third Road Investment Strategy 2025-30 (RIS3), we will:**

- Publish new insight looking at road user priorities for improvement to Highways England's roads within RIS3
- Work with the DfT, Highways England and the Office of Road and Rail (ORR) to bring the road user view to the development of RIS3, for example by providing advice about road user input to the Route Strategies
- Continue to work with Highways England, DfT and ORR to ensure the yardsticks used in RIS3 – and in some cases before – properly measure what matters to users.

### **3.3 Holding Highways England to account on behalf of consumers**

We will:

- Ensure that Highways England responds appropriately to our recommendations following research into road user experiences of all-lane running smart motorways. These include that Highways England should:
  - implement the conclusions of DfT's evidence stocktake as rapidly as possible and report publicly on progress. This includes the introduction of stopped vehicle detection technology
  - increase efforts to communicate practical advice, including what to do if you break down
  - help drivers understand that there's a coherent system - staff and technology - compensating for no hard shoulder
  - in the tone of communications, acknowledge that drivers have reasonable concerns about having no hard shoulder - guard against downplaying them
  - work with Government and the police to increase compliance with the law, particularly the 'red X'
  - measure, and strive to continuously improve, performance on each all-lane running section in respect of:
    - time to spot a stopped vehicle
    - time to then display 'red X'
    - time taken for traffic officer or emergency services to arrive.
- Explore whether arrangements to protect the welfare of those who are stranded on Highways England's roads are adequate, including in the event of disruption to cross-channel traffic
- Continue to review Highways England's actions in light of previous Transport Focus's recommendations. We'll acknowledge progress so far and push them to go further where necessary. The key areas include:
  - Roadworks management
  - Managing disruption and the lessons learned from it
  - Road surface quality.

### **3.4 Campaigning on behalf of road users**

We will

- Launch phase two of *Sort My Sign*, pressing Highways England to focus on the basics that affect safety and journey experience. *Sort My Sign* will:
  - encourage road users to report things that need to be fixed
  - press Highways England to make changes where policy and process falls short of meeting users' needs

- Plan a new campaign for launching later in 2021/22. Potential areas of focus include smart motorways, road surface quality and roadside facilities.

### **3.5 Allocation of road space**

We will publish the findings of our research, working alongside London TravelWatch, to explore the consumer issues that should underpin such decisions.

## **4 Disabled transport users**

We will

- identify partners with whom we can work from the disability organisations
- hold a webinar focused on good practice in service provision for disabled transport users
- review the Rail White Paper to identify any opportunities for improving accessibility for rail users
- continue to comment on train company Accessible Travel Policies and consultations on exemptions from accessibility regulations for trains, stations and rail replacement vehicles.

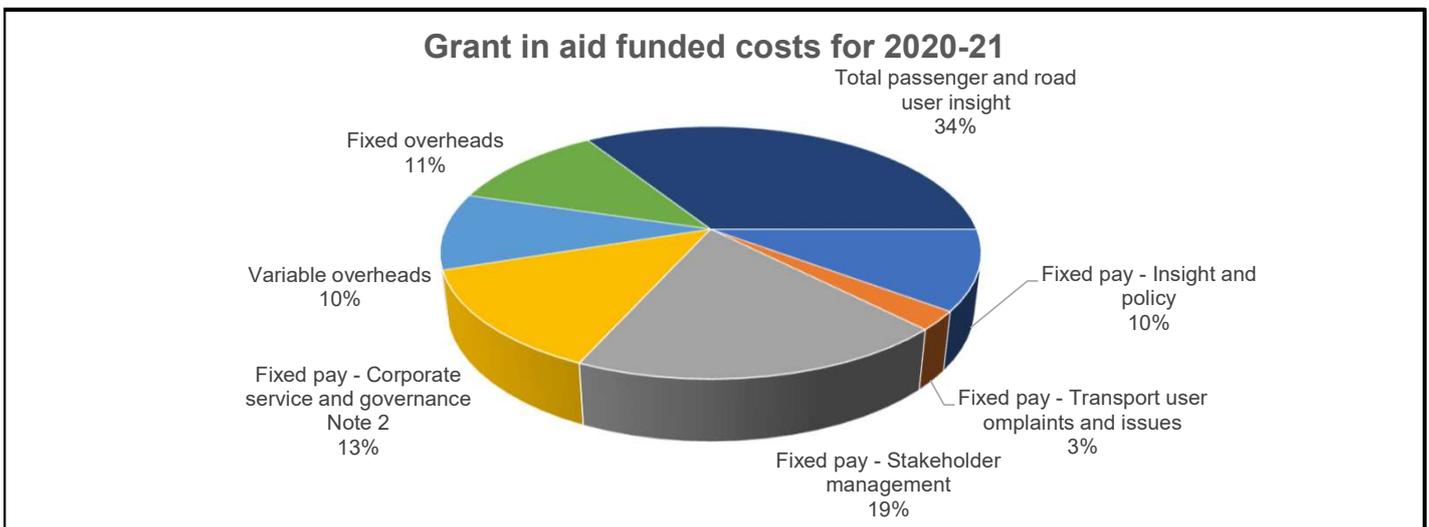
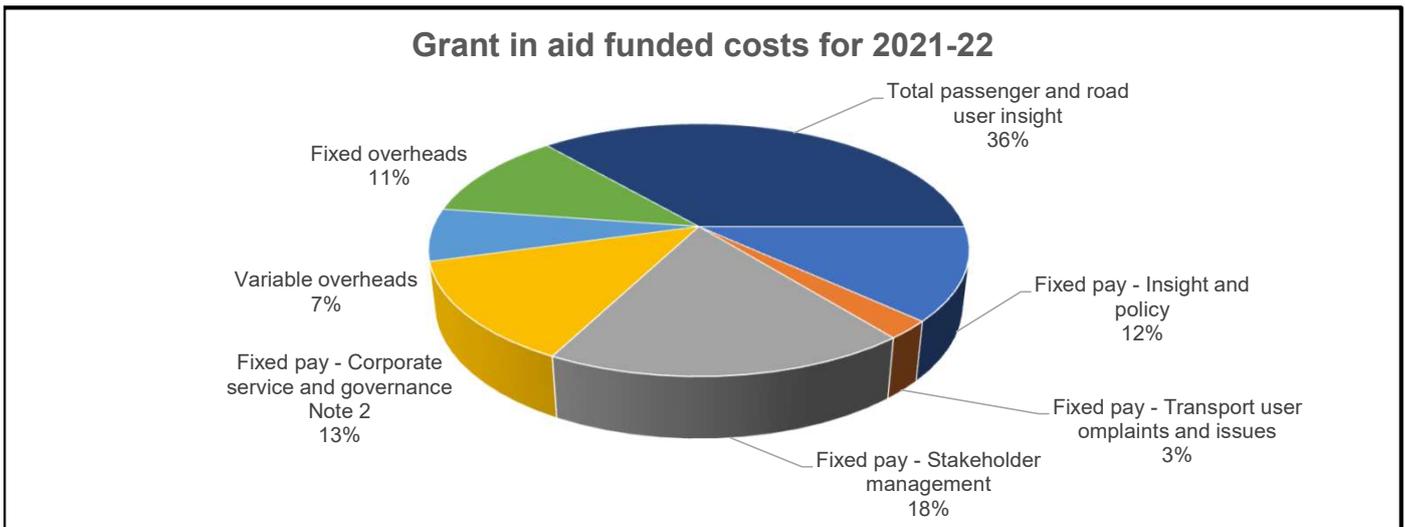
**TRANSPORT FOCUS  
BUDGET SUMMARY FOR 2021-22**

Transport Focus's grant in aid funding from the Department for Transport will be £4.75 million (2020-21: £4.60 million) for passenger representation and £1.80 million (2020-21 : £1.72 million) for Strategic road user representation.

In addition Transport Focus will generate Other external funding of £1.11 million from partners to extend our user insight and representation work. This will contribute £91,000 to overheads to reduce the grant in aid funding required in 2020-21.

£000's	2021-22 Budget		2020-21 Budget	
	Costs fully funded by grant in aid	Costs fully funded from alternative sources	Costs fully funded by grant in aid	Costs fully funded from alternative sources
<b>Funding</b>				
Grant in aid funding	6,552	-	6,320	-
Other external funding	-	1,105	-	1,919
<b>Total funding</b>	<b>6,552</b>	<b>1,105</b>	<b>6,320</b>	<b>1,919</b>
<b>Expenditure</b>				
Fixed pay	2,988	378	2,846	603
Fixed overheads (eg rent, ICT services, audit fees)	836	20	890	37
Variable overheads (eg travel and subsistence, telephones, office supplies etc)	440	99	619	70
Total running costs	4,264	497	4,355	710
Contribution to overheads from externally funded activities	(91)	91	(168)	168
<b>Net running costs</b>	<b>4,173</b>	<b>588</b>	<b>4,187</b>	<b>878</b>
Research and other projects (net cost)				
Transport user omnibus survey and communities	310	-	551	
National rail passenger experience tracker	750	-	-	
Bus passenger experience tracker(net cost) <b>Note 1</b>	250	-	180	
Strategic roads user survey	561	-	510	
Logistics and Coach Survey	72	-	72	
Cyclists, pedestrians and equestrians survey	75	-	80	
Bespoke road user insight	145	-	104	
Bespoke passenger insight	216	-	636	
Bespoke transport user insight	-	517	-	1,041
Total passenger and road user insight	2,379	517	2,133	1,041
<b>Total operating costs</b>	<b>6,552</b>	<b>1,105</b>	<b>6,320</b>	<b>1,919</b>
<b>Net surplus / deficit</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**TRANSPORT FOCUS  
BUDGET SUMMARY FOR 2021-22**



**Notes**

1. Costs for the Bus passenger experience tracker represent the net cost to Transport Focus of this survey because a significant number of operators and funders subscribe to the survey and pay for sample boosts for their services.
2. Transport Focus provides corporate services and governance support to London TravelWatch as part of a collaboration agreement and in return London TravelWatch provides rail passenger appeal complaints handling services for Transport Focus. The collaboration arrangement offsets hours and the above figures include the gross costs of these services and so do not reflect the corresponding value of benefits from this arrangement.

## RECORD OF APPROVAL BY THE TRANSPORT FOCUS BOARD



OUT OF MEETING DOCUMENT REFERENCE	BRD2122-001
WHEN CIRCULATED	15/04/2021
CIRCULATED BY	Jon Carter
DEADLINE FOR RESPONSES	22/04/2021
PROPOSAL OR PROJECT	Omnibus Survey 2021-22
REFERENCE OR PROJECT CODE	146
PROJECT CATEGORY (IF PROJECT)	B: DfT Core Budget Choose to do
TOTAL PROJECT VALUE (IF PROJECT)	£217,274
SPONSOR	Louise Coward
AUTHOR OR PROJECT MANAGER	Toby Cotton

### RESPONSES BY BOARD MEMBERS

Name	Response	Comment, if any
Jeff Halliwell	A	
Trisha McAuley OBE	A	
Kate Denham	A	
Isabel Liu	A	
Theo de Pencier	A	
Cllr William Powell	-	
Arthur Leathley	NR	
Rob Wilson	NR	
Keith Richards	A	

### Key to references

- A Yes, I am content
- B Yes, I am content but want to make one or more points for the record (please do so)
- C I need more information to reach a decision (please state what)
- D A decision on this proposal should await an opportunity for the Board to discuss it (please explain why)
- E No, I am not content (please explain why not)
- NR No response

### CEO Team record

Responses recorded by:	Jon Carter
<b>Decision reached</b>	<b>Approved</b>
Feedback to sponsor, author and CS	23/04/2021
CEO Team signature	<i>Jon Carter</i>
Chair Counter signature	<i>pp Jeff Halliwell</i>
Date for board meeting ratification	May-21

## RECORD OF APPROVAL BY THE TRANSPORT FOCUS BOARD



OUT OF MEETING DOCUMENT REFERENCE	BRD2122-002
WHEN CIRCULATED	07/05/2021
CIRCULATED BY	Jon Carter
DEADLINE FOR RESPONSES	12/05/2021
PROPOSAL OR PROJECT	Strategic Road User Survey 2021-22
REFERENCE OR PROJECT CODE	142
PROJECT CATEGORY (IF PROJECT)	A: DfT Core Budget Must Do
TOTAL PROJECT VALUE (IF PROJECT)	£593,550
SPONSOR	Guy Dangerfield
AUTHOR OR PROJECT MANAGER	Murray Leader

### RESPONSES BY BOARD MEMBERS

Name	Response	Comment, if any
Jeff Halliwell	A	
Trisha McAuley OBE	A	
Kate Denham	A	
Isabel Liu	A	
Theo de Pencier	A	
Cllr William Powell	N/A	
Arthur Leathley	A	
Rob Wilson	A	
Keith Richards	A	

### Key to references

- A Yes, I am content
- B Yes, I am content but want to make one or more points for the record (please do so)
- C I need more information to reach a decision (please state what)
- D A decision on this proposal should await an opportunity for the Board to discuss it (please explain why)
- E No, I am not content (please explain why not)
- NR No response

### CEO Team record

Responses recorded by:	Jon Carter
<b>Decision reached</b>	<b>Approved</b>
Feedback to sponsor, author and CS	12/05/2021
CEO Team signature	<i>Jon Carter</i>
Chair Counter signature	<i>pp Jeff Halliwell</i>
Date for board meeting ratification	May-21

# **COLLABORATION AGREEMENT**

INCORPORATING

**PRINCIPLES AND PROTOCOLS FOR PARTNERSHIP  
WORKING**

AND

**SHARED SERVICES AGREEMENT**

AND

**DATA SHARING AGREEMENT**

**PURSUANT TO THE DATA PROTECTION ACT 2018 AND THE DATA  
PROTECTION, PRIVACY AND ELECTRONIC COMMUNICATIONS  
(EU EXIT) REGULATIONS 2019**

UPDATED: 18 May 2021

## CONTENTS

Section	Description	Page
<b>1</b>	<b><u>Collaboration Agreement</u></b>	
1.1	Preliminary	5
1.2	Recitals	5
1.3	Purpose and objectives as agreed by both boards	5
1.4	Scope and accountability	7
1.5	Protocols	7
1.6	Commencement, duration and termination	7
<b>2</b>	<b><u>Shared Services Agreement</u></b>	
2.1	<u>Services:</u>	
2.1.1	Finance and accounting	8
2.1.2	Human resource management and payroll	9
2.1.3	ICT and Facilities advice and management	11
2.1.4	Casework	14
2.1.5	Joint Chief Executive and staff management	16
2.2	Duration	15
2.3	Duty of Care	15
2.4	Variation	15
2.5	London TravelWatch Obligations	15
2.6	Transport Focus Obligations	15
2.7	Price Consideration	16
2.8	Strategic Value Consideration	16
2.9	Payment and reconciliation	16
2.10	Value Added tax	16
2.11	Termination	16
2.12	Intellectual property	17
2.13	Patents	17
2.14	Equipment	17
2.15	Occupation of premises	17
2.16	Subcontracting	18
2.17	Assignment	18
2.18	Novation	18
2.19	Use of materials	18
2.20	Dispute resolution and arbitration	18

2.21	The Contracts (rights of third parties) Act 1999	19
2.22	Property	19
2.23	Limitation of liability	19
2.24	Media relations	19
2.25	Use and disclosure of documents, information etc	19
2.26	Freedom of Information	20
2.27	Data Protection	20
2.28	Fraud and bribery	20
2.29	Agreement management	20
2.30	Effect of expiry or termination	20
2.31	Agreement Capacity	21
2.32	Force Majeure	21
2.33	No partnership	21
2.34	Notices	21

### **3      Data Sharing Agreement**

3.1	Background	23
3.2	Purpose and Scope	23
3.3	Processing of Personal data	25
3.4	Agreement Management	25
3.5	Compliance with relevant legislation	25
3.6	Obligations of the parties	26
3.7	Shared personal data	27
3.8	Fair and lawful processing	27
3.9	Data Quality	29
3.10	Data Subjects Rights	29
3.11	Data retention and deletion	30
3.12	Transfers	30
3.13	Security and training	31
3.14	Security breaches and reporting	31
3.15	Duration and termination of Agreement	31
3.16	Resolution of disputes	31
3.17	Warranties	32
3.18	Indemnity	33
3.19	Limitation of liability	33
3.20	Third party rights	33
3.21	Direct marketing	33
3.22	Variation	34
3.23	Changes to the law	34
3.24	No partnership	34
3.25	Force Majeure	34

<b>4</b>	<b>Definitions</b>	<b>35</b>
<b>5</b>	<b><u>Schedules</u></b>	
A	Principles for partnership working	38
B	Strategic value and pricing 2021-22	39
C	Protocols	40
D	Framework Agreement concluded between Transport Focus and the Department for Transport dated March 2017	42
E	Memorandum of Understanding concluded between London TravelWatch and the London Assembly Transport Committee dated 04 February 2020	42
F	Termination provisions	43
G	Joint Data Incident and Breach Guidelines	45

#### Document history

Version	Date	Author	Description
1	31/10/19	JC	Original draft
2	14/11/19	JC	Incorporates joint working and protocols from JS
3	18/11/19	JC	Incorporates corporate services proposals from NH
	18/11/19		Shared with JS
	20/11/19		Discussed at Change Team Meeting
	27/11/19		Discussed at Task Force Meeting
4	02/12/19	JC	Incorporates feedback from Task Force
5	10/01/19	JC	Reflects discussion / agreement on non-financial recharging by ARARC
6	10/01/20	JS	JS substantive comments incorporated
6.1	11/01/20	JC	Tidy-up and reformatting
7	14/01/20	JC	Inserted principles for partnership working as schedule G; inserted hourly and financial pricing data in schedule A; issued to AS, JS and NH for final comments before wider circulation
7.1	18/01/20	JC	Updated with further amends from JS, and JS/AL on new schedule G
7.2	19/01/20	JC	Updated with further amends from NH re strategic value; added safety costs
8	20/01/20	JC	Reformatted and issued for ARARC (21/01) and Task Force (23/01)
9	01/02/20	JC	Reflects further Task Force comments and BWB legal advice. Schedule G moved to schedule A and remaining schedules reordered. All substantive comments in <b>blue</b> . Sections / pages renumbered as necessary.
10	04/02/20	JC	Final comments from AL, JS, EG and RFC. Issued to both boards w/c 04/02/20
11	11/02/20	JC	Final formatting comments from NH and TdeP
12	30/04/21	NH	Updated services and costs for 2021-22, Replaced GDPR with UK GDPR
13	10/05/21	JC	Final amends to reflect agreement reached on board paper to May 21 ME

# 1. COLLABORATION AGREEMENT

## 1.1 Preliminary

1.1.1 This Collaboration Agreement is made between

(a) Transport Focus<sup>1</sup>, a non-departmental public body and body corporate of Her Majesty's Government of the United Kingdom of Great Britain and Northern Ireland created by sections 19 to 21 of the Railways Act 2005 (as amended); and

(b) London TravelWatch<sup>2</sup>, a body corporate created by sections 247 to 252 of the Greater London Authority Act 1999 (as amended).

1.1.2 Nothing in this Collaboration and associated Agreements affects or should be construed to affect the independent performance of the statutory functions of either party.

## 1.2 Recitals

1.2.1 Both parties to this Collaboration Agreement recognise their own and each other's rights and powers to enter into this and associated agreements.

1.2.2 This Collaboration Agreement recognises the discussions and agreements reached (including but not limited to written correspondence and minutes of appropriate meetings) with the sponsor organisations (the Department for Transport in respect of Transport Focus, and the London Assembly in respect of London TravelWatch) in addition to the formal agreements concluded between these organisations as set out at Schedules D and E.

1.2.3 The shared service agreement and data sharing agreement shall form part of this Collaboration Agreement and shall have effect concurrently and for a similar duration.

1.2.4 This Collaboration Agreement and associated agreements shall be governed by the law of England and Wales and to any extent necessary the parties shall submit themselves to the exclusive jurisdiction of the Courts of England and Wales.

## 1.3 Purpose and objectives as agreed by both Boards

### *Goal*

1.3.1 Transport Focus and London TravelWatch will work more closely together to ensure that, both jointly and individually, they are making more of difference for transport users and deliver better value for money for sponsors and funders.

---

<sup>1</sup> Transport Focus is the operating name of The Passengers' Council

<sup>2</sup> London TravelWatch is the operating name of the London Transport Users Committee

### *Shared context and criteria for working together*

- 1.3.2 Both organisations share a common heritage in their origins as Regional Transport User Committees, and while geographic and modal remits differ, the common objective of both organisations is to act as independent representatives for transport users. Both are committed to consumer principles, independent research and public sector values. Together, this will ensure that advocacy is strongly grounded in evidenced based policy.
- 1.3.3 Both Boards have agreed to take a pragmatic approach to the negotiations and to focus on outcomes. All wish to work together in a spirit of mutual co-operation and trust and believe that “the whole is greater than the sum of the parts”. As such, there will be give and take as far as possible should there be any minor differences of approach, and negotiations will be conducted in a spirit of friendliness and goodwill.

### *Benefit to transport users across Great Britain*

- 1.3.2 Both organisations will become more effective, able to make more of a difference as knowledge, information, skills and resources are pooled – the ‘marriage value’ of the new relationship is considerable
- 1.3.3 More joined up representation on issues affecting transport users across London and South East will benefit all users.
- 1.3.4 Passengers from all over Great Britain need good, reliable links to and from London and the South East. Focusing and making user representation more effective will benefit all users. This also serves a template for arrangements in other places. In this regard, Transport Focus has already set up two subsidiary companies, Transport Focus Scotland Limited and Transport Focus Wales Limited.
- 1.3.5 Joined up representation will look, feel and sound more sensible and effective.

### *Benefit to sponsors, funders, Boards and staff*

- 1.3.6 Clearly visible evidence of making more of a difference for users
- 1.3.7 More resource released for front line activities
- 1.3.8 No major changes to underlying sponsorship, financial, legal or other arrangements
- 1.3.9 Increased opportunities, range of activities and organisations for staff to work and engage with
- 1.3.10 More joined up support for Boards, less duplication of activities and ability to take a more user focused view on issues across Great Britain

1.4 Scope and accountability

- 1.4.1 Both London TravelWatch and Transport Focus will retain their own current corporate entities and identities: logos, websites, nameplates and contact details.
- 1.4.2 Both parties retain the right to publish or comment on issues in a way that reflects the respective statutory and other duties of the organisations – however, it is hoped that joint work and communications will be possible on many issues of joint interest
- 1.4.3 There will be no change to current staff terms and conditions of employment except as may be required by law, or considered necessary and provided for in 2.1.2 (h)

1.5 Protocols

- 1.5.1 There are certain areas which all board members believe to be core to the agreement to collaborate and both organisations will honour an undertaking to incorporate these into the new working arrangements. Schedule C at section 5 sets out a series of protocols governing day to day management issues as they affect the two organisations working together during the transition and substantive term of this Collaboration Agreement and associated agreements.
- 1.5.2 The protocols may be amended, extended or rescinded at the proposal of the Joint Chief Executive **and** by and with the agreement of both Chairs.

1.6 Commencement, duration and termination

- 1.6.1 This Collaboration Agreement and its associated agreements shall come into force on 18 May 2021 for an indefinite term subject to formal annual reviews, but may be terminated earlier (a) by the written service of six months notice by one party on the other, or (b) summarily in accordance with the provisions of schedule F.
- 1.6.2 For the avoidance of doubt nothing in this section affects the obligations of either party in respect of financial or strategic value liabilities incurred by the parties undertaken as set out in this Collaboration Agreement and its associated agreements.

Signed by:

---

**Jeff Halliwell**

Chair, Transport Focus

---

**Arthur Leathley**

Chair, London TravelWatch

## 2. SHARED SERVICES AGREEMENT

### 2.1 SERVICES

Subject to the provisions of this Agreement it is agreed that the following services are to be provided in consideration of the Price or Strategic Value.

#### 2.1.1 Finance and accounting

- |                       |  |
|-----------------------|--|
| (a) Service type      | This is a service provided <b>to</b> London TravelWatch <b>by</b> Transport Focus  |
| (b) Provider contact  | Nigel Holden   |
| (c) Client contact    | Emma Gibson  |
| (d) Service objective | To provide London TravelWatch with high quality professional advice and management accounting to ensure that resources are maximised   |
| (e) Service scope     | <ul style="list-style-type: none"><li>• Monthly finance reporting of expenditure against budget and forecast outturn for the management team and board in line with the agreed schedule including production of management accounts</li><li>• Periodic finance reporting of expenditure against budget and forecast outturn for the London Assembly in line with the agreed schedule</li><li>• Advice and support to managers in the monthly and annual budgeting and reporting cycle, and procurement processes, to help them achieve best value from available resources</li><li>• To assist in the preparation of annual budgets and ensuring their timely submission to the Board and London Assembly by the agreed dates</li><li>• Processing of invoices and payments on behalf of London TravelWatch</li><li>• Management of payables and receivables</li><li>• Treasury management</li><li>• To produce the annual accounts in line with generally accepted accounting principles and applicable financial reporting requirements and standards</li><li>• To act as first point of contact for the annual audit</li><li>• To provide professional financial advice to the joint chief executive as Accounting Officer, director,</li></ul> |

- managers and board including attendance at relevant meetings with the board and chief executive
  - Maintenance and updating of financial policies, procedures and scheme of delegation
- (f) Client inputs required
- Authorisation of expenditure by London TravelWatch prior to payment
  - London TravelWatch will be responsible for instructing Transport Focus to issue sales invoices as required
- (g) Reporting As above
- (h) Key performance indicators or other issues / principles in respect of the Service Payment of undisputed invoices within 30 days. Budgets and management accounts to be prepared to the agreed available agreed schedule
- (i) Consideration Strategic Value

#### 2.1.2 Human resource management and payroll

- (a) Service type This is a service provided **to** London TravelWatch **by** Transport Focus with effect from 1 March 2021.
- (b) Provider contact Nigel Holden
- (c) Client contact Emma Gibson
- (d) Service objective
- To provide high quality professional HR advice to ensure that staff resources are used as effectively as possible and talent is developed
  - That where feasible, opportunities are taken to carry out joint training and development to minimise costs and promote effective joint working
- (e) Service scope
- Ensure monthly payment of salaries and smooth running of payroll, including payment of statutory deductions on time, and submission of monthly pensions information
  - HR record maintenance including annual leave, sickness, and other absences using common systems and processes
  - Provide regular reports to the management team and board on staffing matters, including staff absences and to attend board meetings as required
  - Providing effective HR support to managers and staff to ensure any personnel issues are dealt with effectively and efficiently

- To monitor all HR policies and procedures and identify any updates required.
  - To oversee programmes of training and development for staff and board members in line with identified training needs and to maintain a process of training evaluation to ensure that training provision meets learning needs
  - To maintain an overview of relevant legislation
- (f) Client inputs required      Direction from the Director, London TravelWatch or Joint Chief Executive as required
- (g) Reporting      As above
- (h) Key performance indicators or other issues / principles in respect of the Service
- London TravelWatch staff will remain on their existing terms and conditions of employment; any future proposals for changes to align terms and conditions will be subject to staff consultation and approval by the respective board(s)
  - Cross organisation or similar training and development organised by Transport Focus shall be offered to London TravelWatch and vice versa as appropriate. Any costs for such training shall be recovered either through strategic value or separately invoiced.
  - Any selection or recruitment activity will be subject to separate agreement
  - Any redundancy or restructuring activities (including changes to terms and conditions of employment requiring formal consultation) will be subject to separate scoping and agreement regarding direct costs
  - Data sharing agreements are in place which allow Transport Focus staff to access London TravelWatch employee records for the purposes of delivering an efficient and effective payroll and human resources support function for London TravelWatch
- (i) Consideration      • Strategic Value

### 2.1.3 ICT and Facilities advice and management

- |   |   |
|---|---|
| (a) Service type  | This is a service provided <b>to</b> London TravelWatch <b>by</b> Transport Focus following migration to Transport Focus compatible system / co-location  |
| (b) Provider contact  | Nigel Holden  |
| (c) Client contact  | Emma Gibson   |
| (d) Service objective   | To ensure the effective management of the support for the ICT systems for London TravelWatch together with providing advice on offices and facilities management to London TravelWatch  |
| (e) Service scope   | <ul style="list-style-type: none"><li>• Provide access to Transport Focus ICT support services for LTW, including management of the suppliers (IT helpdesk, CRM support, SharePoint support, IT advisor)</li><li>• Ensure joint ICT systems and infrastructure are kept up to date and secure</li><li>• Provide advice on ICT services</li><li>• Provide advice on offices and facilities management</li><li>• Both parties to make their offices available for Transport Focus and LTW staff to use as appropriate</li></ul> |
| (f) Client inputs required  | <ul style="list-style-type: none"><li>• London TravelWatch and Transport Focus share the cloud based IT services</li><li>• ICT equipment, systems and software licences for use by London TravelWatch staff will be purchased by London TravelWatch</li><li>• London TravelWatch and Transport Focus maintain their own local area networks</li></ul>   |
| (g) Reporting   | By agreement  |
| (h) Key performance indicators or other issues / principles in respect of the Service | <ul style="list-style-type: none"><li>• Transport Focus and London TravelWatch will work together to ensure efficient use of their office space</li><li>• The telephone systems for London TravelWatch and Transport Focus are capable of accommodating the needs of London TravelWatch and Transport Focus consumers and stakeholders</li><li>• Any office relocation or ICT systems changes will be subject to separate scoping and agreement regarding direct costs – see section 2.15.</li></ul>                          |
| (i) Consideration   | <ul style="list-style-type: none"><li>• Strategic Value</li></ul>   |

#### 2.1.4 Casework

- |                            |   |
|----------------------------|---|
| (a) Service type           | This is a service provided <b>to</b> Transport Focus <b>by</b> London TravelWatch   |
| (b) Provider contact       | Susan James   |
| (c) Client contact         | David Sidebottom  |
| (d) Service objective      | Provide Transport Focus with complaint and issue handling services such as they relate to passenger contact within the meaning of parts 1, 2 and 7A of section 76 of the Railways Act 1993 (as amended); requests for information made under the Freedom of Information Act 2000; or requests by individuals exercising their rights under the General Data Protection Regulations 2018.  |
| (e) Service scope          | <ul style="list-style-type: none"><li>• Ensure that the passenger contact duties as set out in the statutes referred to above are satisfactorily discharged, to whatever extent representations are passed to the third-party Rail Ombudsman (because they are 'in-scope' of that Scheme) for effective dispute resolution;</li><li>• Ensure that passenger issues not passed to the Rail Ombudsman (because they are 'out-of-scope' of that Scheme) are addressed promptly and effectively through liaison with the appropriate Transport Focus staff member(s);</li><li>• Manage FOIA and UK GDPR requests as set out in the Transport Focus <i>Information Risk Handbook</i></li><li>• Manage the contract with the customer contact centre under the director level supervision of the Transport Focus Directors</li><li>• External representation and representation to at relevant industry meetings and forums</li><li>• Identifying relevant policy issues and trends arising from casework and ensuring that these are considered by colleagues.</li></ul> |
| (f) Client inputs required | <ul style="list-style-type: none"><li>• Supporting cloud-based IT platform</li><li>• Compliant privacy policy</li><li>• Accurately routed web form</li><li>• Continuing contract with Ventrice (or any contact centre or contact management service / programme contracted by Transport Focus)</li></ul>  |

(g) Reporting Provide reports to the Transport Focus Management Team and Passenger Contact Group quarterly in an agreed format

(h) Key performance indicators or other issues / principles in respect of the Service The key performance indicators for this service are as follows:

PAS1	Calls to Ventrica are answered within 20 seconds	>85%
PAS2	Appeals acknowledged within five working days	100%
PAS3	Appeals closed within 20 working days	>80%
PAS4	Appeals closed within 35 working days	>95%
PAS5	Enquiries closed within 20 working days	>95%
PAS6	Complaints about Transport Focus	<01%

**Quality monitoring**

Transport Focus will develop a set of quality measures in the first half of 2021/22 to be introduced from Q3 2021/22 for the remainder of the business year. The measures, covering an agreed set of both qualitative and quantitative case handling outcomes between TF and LTW, will be assessed against feedback from passengers gathered by a case handling satisfaction survey.

(i) Consideration

- Strategic Value

### 2.1.5 Joint Chief Executive and staff management

- |     |   |  |
|-----|---|--|
| (a) | Service type  | This is a service provided <b>to</b> London TravelWatch <b>by</b> Transport Focus  |
| (b) | Provider contacts   | Jeff Halliwell / Anthony Smith   |
| (c) | Client contact  | Arthur Leathley / Emma Gibson  |
| (d) | Service objective   | To make more of a difference for transport users and deliver better value for money and outcomes for sponsors and funders through the strategic partnership between Transport Focus and London TravelWatch   |
| (e) | Service scope   | The Chief executive will: <ul style="list-style-type: none"><li>• Collaborate with LTW director and chair to ensure aims and principles of the Collaboration Agreement are met and regularly reviewed</li><li>• Act as the Accounting Officer for the LTW budget (however, the day-to-day management of the budget will be sub-delegated to the LTW director)</li><li>• Work to ensure individual and joint reputations of both organisations are boosted by the partnership</li><li>• Support, advise and coach, as requested and required on external relations, policy or insight issues</li><li>• Support, advise and direct, as appropriate, on management or financial issues.</li></ul> |
| (f) | Client inputs   | As required  |
| (g) | Reporting   | <ul style="list-style-type: none"><li>• To deliver reports from time to time as appropriate or required</li></ul>  |
| (h) | Key performance indicators or other issues / principles in respect of the Service | <ul style="list-style-type: none"><li>• It is estimated that the core time contribution is 18 working days per annum, amounting to ten per cent of the Chief Executive's available time.</li></ul>   |
| (i) | Consideration   | <ul style="list-style-type: none"><li>• Price to be invoiced monthly</li></ul>   |

## **2.2 DURATION**

The Services shall be provided during the period, and be subject to the earlier termination provisions, as set out in section 1.6.

## **2.3 DUTY OF CARE**

Transport Focus and London TravelWatch shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the Services properly and efficiently in accordance with this Agreement.

## **2.4 VARIATION**

Transport Focus and London TravelWatch reserve the right to vary this Agreement as a direct result of any new legislation, statutory instrument, government regulation or licences provided that such variation shall be limited to the extent necessary for this purpose; this Agreement may not be otherwise be varied or amended unless the variation or amendment is in writing and agreed by both Transport Focus and London TravelWatch. The price or strategic value of any variation (if applicable) shall be fair and reasonable in all the circumstances.

## **2.5 LONDON TRAVELWATCH'S OBLIGATIONS**

- 2.5.1 London TravelWatch will supply all relevant information required by Transport Focus to carry out the Services within the timescale required by Transport Focus; obtain (as soon as reasonably practicable) all necessary consents or permissions to enable Transport Focus to provide the Services and give any instructions to Transport Focus with regard to the Services in writing or if given orally, confirm instructions in writing within 24 hours.
- 2.5.2 All personnel deployed on the Services must have appropriate qualifications or experience and competence.

## **2.6 TRANSPORT FOCUS'S OBLIGATIONS`**

- 2.6.1 Transport Focus will supply all relevant information required by London TravelWatch to carry out the Services within the timescale required by London TravelWatch; obtain (as soon as reasonably practicable) all necessary consents or permissions to enable London TravelWatch to provide the Services and give any instructions to London TravelWatch with regard to the Services in writing or if given orally, confirm instructions in writing within 24 hours.
- 2.6.2 All personnel deployed on the Services must have appropriate qualifications or experience and competence.

## **2.7 'PRICE' CONSIDERATION**

The Price for the relevant services set out in Section 2.1 to be effective from 1 April each year shall be agreed in advance between the two parties on the basis of the principles for partnership working as set out at schedule A, as may be amended from time to time. A first-year estimate is provided at schedule B. In addition, either party shall be entitled to be reimbursed its reasonable disbursements actually and properly incurred in connection with the Services subject to production of receipts and documentation relating to them. If any law or regulatory requirements are brought into force after the date of this Agreement which increases the cost of the provision of the Services, the additional cost shall be borne by the other party.

## **2.8 'STRATEGIC VALUE' CONSIDERATION**

The Strategic Value for the relevant services set out in Section 2.1 to be effective from 1 April each year shall be agreed in advance between the two parties. A first-year estimate is provided at schedule A. The Strategic Value shall be subject to six monthly comparison between the forecast levels agreed and the actual levels and where the variation is more than 15% shall be subject to appropriate adjustment, including identifying additional activities to be included in the services subject to the Strategic Value.

## **2.9 PAYMENT AND RECONCILIATION**

Unless otherwise stated the Price (together with any disbursements incurred) shall be reconciled or payable (as appropriate) within 28 days of the end of the month in which the Services were provided and invoiced or itemised (as appropriate).

## **2.10 VALUE ADDED TAX**

London TravelWatch shall pay to Transport Focus, and vice versa, in addition to the Price (only) a sum equal to the Value Added Tax at the prevailing rate thereon. Value Added Tax shall be shown as a separate item on each invoice.

## **2.11 TERMINATION**

Termination of this Agreement shall be governed by the provisions of section 1.6 of the Collaboration Agreement and schedule F.

## **2.12 INTELLECTUAL PROPERTY RIGHTS**

Subject to the rights of third parties and to the rights of Transport Focus and London TravelWatch arising otherwise than by virtue of this Agreement, all rights in the results of work undertaken by or on behalf of the parties for the purposes of this Agreement, including any data, reports, servicing schedules, drawings, specifications, designs, inventions or other material produced or acquired in the course of such work and copyright therein shall vest in and be the property of the originating party unless otherwise agreed in writing. Furthermore, each party grants to the other a general licence to use its intellectual property for the term of this Agreement (a) where necessary in pursuit of the delivery of the services as outlined in section 2.1 or (b) as otherwise agreed from time to time in writing.

## **2.13 PATENTS**

All royalties, licence fees or similar expenses for the supply or use of any invention, process, drawing, model, plan or information in connection with the Agreement shall be deemed to have been included in the Price or Strategic Value only where the requirement for the same is known prior to the start of the Agreement.

## **2.14 PROVISION OF EQUIPMENT**

Any equipment provided by either party for the purpose of this Agreement shall remain the property of that party and shall only be used for the purpose of carrying out this Agreement. The parties will reimburse each other for any loss or damage to the equipment (other than deterioration resulting from normal and proper use or wear and tear) caused by the actions of the other.

## **2.15 OCCUPATION OF PREMISES**

Any land or premises (including temporary buildings, utilities and related services) made available to one party by the other in connection with or pursuant to the purpose and objectives set out in section 1.3 or the services as set out in section 2.1 is however out of scope of this Agreement **upon signature** and shall form the basis of either (a) a separate agreement between the parties or (b) a formally agreed amendment to this Agreement and / or the various schedules by way of concluding a licence to occupy such premises.

## **2.16 SUBCONTRACTING**

Unless arrangements are in place at the beginning of this Agreement, the parties may only sub-contract the provision of the Services (in whole or in part) during the lifetime of this Agreement with the specific consent of the other party.

## **2.17 ASSIGNMENT**

Neither party shall be entitled to assign its rights and obligations under this Agreement to any person during the lifetime of this Agreement without the specific consent of the other party.

## **2.18 NOVATION**

Neither party shall be entitled to novate its rights and obligations under this Agreement to any person during the lifetime of this Agreement without the specific consent of the other party.

## **2.19 USE OF MATERIALS**

The parties shall give due regard to environmental considerations throughout the carrying out of this Agreement, including the use of materials that are or can be recycled and materials that are proven to be environmentally safe.

## **2.20 DISPUTE RESOLUTION AND ARBITRATION**

All disputes differences or questions between the parties with respect to any matter or thing arising out of or relating to this Agreement (except to the extent to which special provision for arbitration may be made elsewhere) shall prior to any reference to arbitration being made be referred to the Chairs of the parties who shall meet with a view to resolving the disagreement as soon as reasonably practicable. In the event of the disagreement not being resolved by the Chairs of the parties within one week of the matter being referred to them, the matter shall be referred to a joint Task Force of members of the Transport Focus and London TravelWatch Boards with a view to it being resolved by them as soon as reasonably practicable but in any event within one month of its first being referred to such persons for resolution.

All unresolved disputes differences or questions between the parties to this Agreement with respect to any matter or thing arising out of or relating to the Agreement (except to the extent to which special provision for arbitration may be made elsewhere), shall then be referred to arbitration in accordance with the provisions of the Arbitration Act 1996, or any statutory modification or re-enactment thereof for the time being in force.

## **2.21 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Agreement shall have no rights under this Agreement. This does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## **2.22 PROPERTY**

The parties will reimburse each other for any loss or damage to property (other than deterioration resulting from normal and proper use or wear and tear) caused by the actions of the other.

## **2.23 LIMITATION ON LIABILITY**

The total liability of the parties to each other in respect of any liability, loss or claim whatsoever which may arise as a result of their performance of the obligations under this Agreement shall, save for death and injury of any person resulting from the negligence of either party (for which no limit applies), shall not exceed the total price or strategic value (as appropriate) as specified in schedule B, and the parties hereby indemnify each other in this respect and to this extent. Appropriate insurance provision shall be maintained by the parties as agreed between them.

Neither party shall be liable to the other for any loss of profits, loss of revenue, loss of contract or for any indirect or consequential loss suffered by them or for any damages assessed against or paid by them to any third party arising out of its use, inability to use, quality or performance of the Services provided by either party, even if the party concerned has been advised of the possibility of such loss or damages.

## **2.24 MEDIA RELATIONS**

2.24.1 Neither party shall communicate with representatives of the general or technical press, radio, television or other communications media about the other unless specifically agreed with the other party or otherwise set out in the Protocols at schedule C.

## **2.25 USE AND DISCLOSURE OF DOCUMENTS, INFORMATION ETC**

2.25.1 With the exception of any sensitive commercial data (which may be redacted or otherwise expunged) this agreement should be made publicly available by both parties in its entirety.

2.25.2 Any specifications, plans, drawings, or any other documents issued by or on behalf of either party for the purposes of this Agreement remain the property of that party unless mutually agreed otherwise.

## **2.26 FREEDOM OF INFORMATION**

The parties acknowledge that both organisations are subject to the requirements of the Freedom of Information Act (FOIA) and the Environmental Information Regulations and shall assist and cooperate with each other to enable them to comply with these information disclosure requirements.

## **2.27 DATA PROTECTION AND GENERAL DATA PROTECTION REGULATIONS**

The parties shall ensure personal data managed and processed as part of this agreement is managed and processed in accordance with the Data Protection Act 2018 and the General Data Protection Regulations 2018. The responsibilities under the General data Protection Regulations 2018 are set out in Part 3.

## **2.28 FRAUD AND BRIBERY**

As provider of services as specified in sections 2.1.1 and 2.1.2, Transport Focus shall take all reasonable steps to safeguard London TravelWatch's funding of this Agreement against fraud and bribery. Transport Focus shall notify the London TravelWatch Board immediately if it has reason to suspect that any fraud or bribery has occurred or is occurring or is likely to occur.

## **2.29 AGREEMENT MANAGEMENT AND PERFORMANCE REVIEW**

2.29.1 Both parties shall address any enquiries about procedural, contractual or other matters in connection with the provision of the Services as may be made by the board of each party.

2.29.2 The performance of both parties under this agreement based on the service objective of each part, shall be reviewed in September and May of each year by an executive team of both organisations and its conclusions reported to both Boards.

## **2.30 EFFECT OF EXPIRY OR TERMINATION**

The parties undertake that they shall not knowingly do or omit to do anything which may adversely affect the ability of either of them to ensure an orderly transfer of responsibility of the Services.

### **2.31 AGREEMENT CAPACITY**

The parties warrant that it has full power and authority to execute, deliver and perform its obligations under the Contract and there are no existing agreements or arrangements with third parties the terms of which prevent them from entering into this Agreement or would impede the performance of its obligations under it.

### **2.32 FORCE MAJEURE**

If either party is prevented from performing any of its obligations under this Agreement by a Force Majeure Event then:

That party's obligations under the Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that the party is so prevented and any time limit for the performance of any obligation under the Agreement shall be extended for that period;

As soon as reasonably possible after commencement of the Force Majeure Event the affected party shall notify the other in writing of the occurrence of the Force Majeure Event, the date of commencement and an estimated duration of the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform its obligations under the Agreement;

The affected party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under the Agreement and as soon as reasonably possible after the cessation of the Force Majeure Event it shall resume performance of its obligations under the Agreement and shall notify the other party in writing of the cessation of the Force Majeure Event.

For the avoidance of doubt, a Force Majeure Event is an event outside the control of the party which, notwithstanding the exercise of reasonable diligence and foresight, it was unable to prevent or overcome.

### **2.33 NO PARTNERSHIP**

Nothing in this Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the parties.

### **2.34 NOTICES**

Any notice, which expression includes any other communication whatsoever which falls to be given under these terms, shall be in writing and shall be sufficiently served if it is sent by ordinary first class pre-paid post or by electronic mail.



## 3. DATA SHARING AGREEMENT

### 3.1 BACKGROUND

- 3.1.1 The data discloser agrees to share the personal data with the data receiver in the European Economic Area (EEA) on terms set out in this Agreement.
- 3.1.2 The data receiver agrees to use the personal data within the EEA on the terms set out in this Agreement.
- 3.2.3 This Agreement sets out the circumstances where one controller discloses shared personal data to another controller or data processor. Either party can operate as a data discloser or as a data receiver and each party is both a data controller and data processor as appropriate to the type of personal data subject to transfer or sharing.
- 3.1.4 The Agreement operates so far as in the arrangements of processing Personal data and other commercially sensitive data to the extent of the relationship between the parties as set out in the Collaboration Agreement dated 18 May 2021.

### 3.2 PURPOSE AND SCOPE

- 3.2.1 The parties consider this data sharing initiative necessary for various purposes within the scope of the Collaboration Agreement and the Services as set out in Section 2.1. Data may be shared between both parties for the reasons set out below.

#### *Consumer and related casework*

- 3.2.2 Administration of cases raised by consumers in respect of a complaint or enquiry relating to the provision of transport services as defined by the appropriate statutes
- 3.2.3 Administration of cases raised by consumers under The Rail Ombudsman's dispute resolution process and effecting the Rail Ombudsman's function of a single-front door for Consumer disputes in the Rail Sector, always **noting**:
- The Rail Ombudsman operates a single front door for disputes which a Consumer raises and will transfer any out of scope disputes to Transport Focus and / or London TravelWatch
  - Transport Focus and / or London TravelWatch will refer any in-scope dispute which is raised directly with them by a consumer to the Rail Ombudsman.

- Reporting outcomes of cases and the use of complaint data to raise standards and improve customer service whereby such data will be in an anonymised format where applicable before being used for this purpose.

3.2.4 A disclosure under the Freedom of Information Act 2000

3.2.5 A disclosure under the rights established in the Data Protection Act 2018

3.2.6 For the avoidance of doubt, where consumer and related casework is managed by London TravelWatch on behalf of Transport Focus, Transport Focus and London TravelWatch are both joint data controllers and joint data processors.

*Human resource management and payroll*

3.2.6 Details relating to a persons employment, including but not limited to applications, leave, terms of employment, performance management, and termination, including any disciplinary action

3.2.7 Information required under money laundering statutes or regulations or necessary to verify nationality, residency status, other employment, or home address

3.2.8 Information required for the purposes of paying remuneration or compensation by whatever means necessary; such information may be divulged to a third party payroll or pension provider as necessary.

3.2.9 For the avoidance of doubt, where human resource management and payroll functions are managed by Transport Focus on behalf of London TravelWatch, Transport Focus and London TravelWatch are both joint data controllers and joint data processors.

*Other*

3.2.10 Information required by either board (or subsidiary board) in pursuit of any statutory or legal duties

3.2.11 Information required by an insurance provider

3.2.12 Information required by the police or other authority, an auditor appointed via statute, or accredited provider of internal audit services under the provisions of and within the meaning of the Bribery and Corruption Act 2010

3.2.13 Information needing to be disclosed in confidence in connection with legal proceedings (including prospective legal proceedings), for the obtaining of legal advice or as is otherwise necessary for the purpose of establishing, exercising or defending legal rights.

3.2.14 Information required in pursuit of essential stakeholder, public affairs, media and communications activities.

3.2.15 For the avoidance of doubt, where information is shared as described in section 3.2.10 – 3.2.14 above Transport Focus or London TravelWatch may be either the data controller or data processor, and shall ensure that, on a case by case basis, both parties understand their proper role.

### **3.3 PROCESSING OF PERSONAL DATA**

The parties shall not process personal data covered by this Agreement in any way that is incompatible with the purposes described above unless required to do so by law.

### **3.4 AGREEMENT MANAGEMENT**

Each party shall appoint a single point of contact who will work together to reach an agreement with regards any issues arising from the data sharing and to improve its effectiveness. The points of contact for each party are, for the time being:

- London TravelWatch: Richard Freeston-Clough
- Transport Focus: Jon Carter

### **3.5 COMPLIANCE WITH RELEVANT LEGISLATION**

3.5.1 Both parties will ensure continued compliance with all relevant legislation for the purposes of this Agreement.

3.5.2 In the event that the data protection laws or approach to compliance within the United Kingdom conflicts with the requirements of data protection laws outside of the EEA then the law with the stricter requirements to the protection of data protection will apply. Within the EEA, the laws of England and Wales shall apply to the terms of this agreement.

3.5.3 Each party named within this agreement must hold a valid registration with the national Data Protection Authority. Within England and Wales this is the Information Commissioners Office (ICO). This registration shall be in place by the time that the data sharing is stated to commence and covers the intended data sharing pursuant to this Agreement, unless an exemption applies. The details are as follows:

- London TravelWatch: ZA359444
- Transport Focus: Z9171370

### **3.6 OBLIGATIONS OF THE PARTIES**

- 3.6.1 The parties agree that they shall each give full and proper instructions to each other as necessary to enable then each to comply with their obligations set out in this Agreement.
- 3.6.2 Each party will provide sufficient guarantees in respect of the data protection principles under the relevant legislation and that they have put in place appropriate technical and organisational security measures and that such measures:
- (a) protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing; and
  - (b) offer a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation; and
  - (c) meet the requirements of the relevant legislation and ensure the protection of the rights and freedoms of the data subjects
- 3.6.3 The parties will treat the personal data, and any other information provided by the other party as confidential, and will ensure that access to the personal data is limited to only those employees who need to access it for the purpose of complying with this Agreement. Further that each party shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 3.6.4 Save as set out in clause 3.7, neither party will disclose the personal data to a third party in any circumstances without the permission of the other party, unless the disclosure is required by law, or is required for the purposes of this Agreement or in connection with legal proceedings (including prospective legal proceedings), for obtaining legal advice or as is otherwise necessary for the purposes of exercising or defending a legal right.
- 3.6.5 Neither party will knowingly or wilfully do or omit to do anything that would cause the other party to be in breach of the relevant legislation.
- 3.6.6 Neither Party will further sub-contract any of the processing other than that which is recognised at the commencement of this agreement without the explicit written consent of the other party and where such written consent is provided, each party will ensure that any sub-contractor it uses to process the personal data will comply with

the terms of this Agreement and the provisions of the relevant legislation. At the commencement of this agreement sub-contracted processing is recognised as being:

**Transport Focus:** Processing of incoming calls, emails and written correspondence by Ventrica Ltd, 4th & 5th Floor, Tylers House, Southend-on-Sea, Essex SS1 2BB

**London TravelWatch:** None

### **3.7 SHARED PERSONAL DATA**

3.7.1 Description of data includes the data which from time to time may be required to fulfil the purpose including, personal data and special categories of personal data.

3.7.2 The personal data being shared under this agreement must be relevant for the purposes of sharing as outlined in this Agreement and not excessive.

3.7.3 In pursuit of the purpose and terms of this agreement, both parties shall collaborate in the Joint Information Strategy Group which shall ensure, through its quarterly meetings and work programme, personal and other information assets are accurately identified and mapped, assessed for risk, the lawful basis of processing is properly established, data incidents (and breaches, where they occur) are properly managed in line with the response plan at schedule G, and good practice in data management shared and exploited.

### **3.8 FAIR AND LAWFUL PROCESSING**

3.8.1 Each party shall ensure that the personal data to be shared as outlined by this Agreement will be processed fairly and lawfully.

3.8.2 Each party shall ensure that the personal data subject of this Agreement will only be processed in accordance with one or more of the following legal grounds:

- The data subject has unambiguously given his or her consent for one or more specified purposes;
- processing is necessary for the performance of a contract to which the data subject is a party or in order to take steps at the request of the data subject prior to entering into a contract;
- processing is necessary for compliance with a legal obligation to which the parties are subject, other than an obligation imposed by contract;
- processing is necessary in order to protect the vital interests of the data subject;

- processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the parties;
- processing is necessary for the purposes of the legitimate interests pursued by the parties except where the processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms or legitimate interests of the data subject.

3.8.3 In respect of any special categories of personal data being shared the following lawful basis for processing have been identified:

- the data subject has given his explicit consent to the processing of the special categories of personal data;
- processing is necessary for the purposes of exercising or performing any right or obligation which is conferred or imposed by law on the data controller in connection with employment;
- processing is necessary to protect the vital interest of the data subject OR of another person where the data subject is physically or legally incapable of giving his or her consent or the data discloser cannot reasonably be expected to obtain the data subject's consent;
- processing relates to data which have been made public as a result of steps taken by the data subject
- processing is for the purpose of or in connection with legal proceedings (including prospective legal proceedings), for the obtaining legal advice or is otherwise necessary for the purpose of establishing, exercising or defending legal rights;
- processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the parties;
- processing is necessary for the purposes of preventing fraud;
- processing is necessary for the purposes of preventing fraud and disclosed by an unincorporated organisation, body corporate or another person which enables or facilitates any sharing of information to prevent fraud or a particular kind of fraud or which has any of these functions as its purpose or one of its purposes;

- processing is for medical purposes and is undertaken by a health professional or a person who owes a duty of confidentiality equivalent to that of a health professional;
- processing relates to racial or ethnic origin and is necessary to review the existence or absence of equality of opportunity or treatment with a view to enabling such equality to be promoted or maintained.

3.8.4 The data disclosers shall ensure that their privacy notices are clear and provide sufficient information to all data subjects in accordance with the relevant legislation so they can understand what of the personal data being supplied to The data discloser will be shared with the data receiver and why. This will include the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required by Article 13 of UK GDPR.

3.8.5 The data receiver shall undertake to ensure its respective privacy notices are maintained to include reference to the Data Controllers and Data Processors in respect of the personal data obtained by the data receiver and to inform the data subjects, in accordance with the Relevant legislation, of the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required by Article 14 of the UK GDPR.

### **3.9 DATA QUALITY**

3.9.1 The parties shall share data on the basis that it is accurate and up to date, unless data is being shared in pursuit of this purpose.

3.9.2 The Parties confirm they have in place secure means of disposing of and storing retained data in conformity with the provisions and spirit of the relevant legislation..

3.9.3 Both parties will work together to find and resolve any errors or issues which arise relating to compatibility of processing, reporting or quality.

3.9.4 The data discloser shall ensure that the information to be shared is accurate to the best of their knowledge and undertake to ensure any inaccuracies are reported to the data receiver upon notification of this from the data Subject and, where reasonably possible, corrected.

### **3.10 DATA SUBJECTS' RIGHTS**

3.10.1 The rights of data subjects are not affected by this agreement.

3.10.2 Data subjects have the right to obtain information held about themselves and the processing of their personal data in accordance with the rights under the relevant legislation. Data subjects may also request erasure, rectification or any other right afforded to them under the applicable relevant legislation.

3.10.3 When a data subject access request or other request exercising the data subject's rights under the Relevant legislation (right to erasure, rectification, restriction or objection) is received for personal data processed under the terms of this agreement or where the parties are required to respond to any investigation conducted by the Information Commissioner as a result, then the parties will co-operate with each other and provide such assistance as is reasonably required to ensure the other party comply with requests from data subjects to exercise their rights under the relevant legislation within the time limits it imposes.

3.10.4 Both parties will respond to these requests in accordance with the relevant laws and understand that such disclosures may include data shared under this Agreement.

### **3.11 DATA RETENTION AND DELETION**

3.11.1 Neither party shall retain personal data shared under this Agreement for longer than is necessary for the purposes outlined in this Agreement.

3.11.2 Notwithstanding this, personal data shared under this Agreement shall be retained for any statutory or professional retention periods applicable.

3.11.3 The data receiver shall ensure that any Personal data is destroyed in the following circumstances:

- On termination of the Agreement
- Once processing is no longer necessary for the purposes it was shared for

### **3.12 TRANSFERS**

No personal data shall be transferred outwith the EEA without the specific agreement of both parties. In the event of such as agreement, the parties agree that the transfer of

any shared personal data to any third party outside of the EEA shall be in accordance with the relevant legislation and will ensure that:

- the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the UK GDPR;
- there are appropriate safeguards in place pursuant to Article 46 of the UK GDPR; or
- one of the derogations for specific situations in Article 49 of the UK GDPR applies to the transfer.

### **3.13 SECURITY AND TRAINING**

3.13.1 Each party will ensure they have the policies and procedures in place to ensure compliance with the relevant legislation and emerging good practice.

3.13.2 Each party will ensure a level of security that is appropriate to the harm that could result from a security breach and the nature of the personal data to be protected.

### **3.14 SECURITY BREACHES AND REPORTING**

3.14.1 Both parties will adhere to the Joint Data Incident and Breach Reporting Guidelines as set out in Schedule G.

3.14.2 The parties shall each comply with its obligation to report a data breach to the Data Protection Authority and (where applicable) to the data subject (s) under Article 33 of the UK GDPR.

3.14.3 The parties agree to provide reasonable assistance to each other in the handling of any personal data incident or breach, where applicable.

3.14.4 In the event of an action brought by the data subject (s) in response to a data incident or breach, the Parties agree to co-operate and acknowledge that a claim may be brought against either party in their capacity of data controller and/or data processor and liability will be determined on a case by case basis dependent upon the cause of the data incident or breach.

### **3.15 DURATION AND TERMINATION OF AGREEMENT**

Termination of this Agreement shall be governed by the provisions of section 1.6 of the Collaboration Agreement and schedule F.

### **3.16 RESOLUTION OF DISPUTES**

- 3.16.1 Neither party will knowingly or wilfully do or omit to do anything that would cause the other party to be in breach of the relevant legislation.
- 3.16.2 In the event of a dispute or claim brought by a data subject or the Data Protection Authority concerning the processing of shared personal data against either or both parties, the parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.
- 3.16.3 The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the Data Protection Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 3.16.4 Each party shall abide by a decision of a competent court of the data discloser's country of establishment or of the Data Protection Authority which is final and against which any further appeal may not be possible.

### **3.17 WARRANTIES**

Each party warrants and undertakes that it will:

- process the shared personal data in compliance with all relevant legislation, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations.
- Respond within a reasonable time and as far as reasonably possible to enquiries from the relevant Data Protection Authority in relation to the shared personal data.
- Respond to requests by data subjects in accordance with the relevant legislation.
- Where applicable, maintain registration with all relevant Data Protection Authorities to process all shared personal data for the purposes outlined within this Agreement.
- Take all appropriate steps to ensure compliance with the security measures set out in this Agreement.

- The data discloser warrants and undertakes that it will take all reasonable steps to ensure that shared personal data is accurate.
- Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law

### **3.18 INDEMNITY**

The data discloser and data receiver undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Agreement, except to the extent that any such liability is excluded under those set out in the clause concerning Limitation of Liability.

### **3.19 LIMITATION OF LIABILITY**

The total liability of the parties to each other in respect of any liability, loss or claim whatsoever which may arise as a result of their performance of the obligations under this Agreement shall, save for death and injury of any person resulting from the negligence of either party (for which no limit applies), not exceed the total price or strategic value as is specified in schedule B.

Neither party shall be liable to the other for any loss of profits, loss of revenue, loss of contract or for any indirect or consequential loss suffered by them or for any damages assessed against or paid by them to any third party arising out of its use, inability to use, quality or performance of the Services provided by either party, even if the party concerned has been advised of the possibility of such loss or damages.

### **3.20 THIRD PARTY RIGHTS**

A person who is not a party to this Agreement shall have no rights under this Agreement. This does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the relevant legislation

### **3.21 DIRECT MARKETING**

- 3.21.1 Neither party shall use the shared personal data for the purposes of direct marketing without the explicit agreement of the other; in such circumstances, each party shall ensure that:

- Effective procedures are in place to allow the data subject to "opt-out" from having their shared personal data used for such direct marketing purposes; and
- The appropriate and explicit consent has been obtained from the relevant data subjects to allow the shared data to be used for the purposes of direct marketing.

### **3.22 VARIATION**

No variation to this Agreement shall be considered valid unless in writing and signed by both parties.

### **3.23 CHANGES TO THE LAW**

In such a case where the relevant legislation changes and this results in the Agreement no longer being adequate for the purpose for which it was entered, the parties to agree to negotiate amendments in good faith in light of the changes.

### **3.24 NO PARTNERSHIP**

Nothing in this Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the parties.

### **3.25 FORCE MAJURE**

If either party is prevented from performing any of its obligations under this Agreement by a Force Majeure Event then:

That party's obligations under the Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that the party is so prevented and any time limit for the performance of any obligation under the Agreement shall be extended for that period;

As soon as reasonably possible after commencement of the Force Majeure Event the affected party shall notify the other in writing of the occurrence of the Force Majeure Event, the date of commencement and an estimated duration of the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform its obligations under the Agreement;

The affected party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under the Agreement and as soon as reasonably possible after the cessation of the Force Majeure Event it shall resume performance of its obligations under the Agreement and shall notify the other party in writing of the cessation of the Force Majeure Event.

For the avoidance of doubt, a Force Majeure Event is an event outside the control of the party which, notwithstanding the exercise of reasonable diligence and foresight, it was unable to prevent or overcome.

## 4 Definitions

### 1. Definitions relating to the Service Agreement

- "The Agreement" means the whole shared services agreement concluded between Transport Focus and London TravelWatch including any objectives, scope, conditions, principles, caveats or other arrangements which may be specified in section 2.
- "Consideration" means the method of settling of costs between the parties as arise under this Agreement which may either be "price" or "strategic value".
- " Price" means the sum in GBP specified as such in the Agreement, and agreed in advance
- "Strategic Value" which, in line with the intention for a closer working relationship, is where each organisation provides agreed services for both organisations, as set out in Section 2.1, requiring approximately equivalent levels of staff time, having regard to the principles of partnership working as set out at schedule A.
- "Loss" includes destruction.
- "Month" means calendar month unless otherwise defined.
- "The Services" means all Services which the parties are required to carry out under the Agreement and which are specified therein.
- "Sub-Contractor" means any person, firm or company appointed at any time by Transport to perform work or provide services and/or supply goods in connection with the provision of the Services.
- The headings of these Conditions shall not affect the interpretation thereof.

- Unless the context otherwise requires the reference to one gender shall include a reference to all genders.
- The singular includes the plural and vice versa.
- Reference to any enactment, order, regulation or other similar instrument, shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.
- “Joint Task Force” means a group of Transport Focus and London TravelWatch board members, including the Joint Chief Executive and supported by the Transport Focus Head of Board and Governance and the Director, London TravelWatch, which may be convened by the Chairs of both organisations for a specific purpose from time to time or, as they jointly determine, on a standing basis, with or without specific terms of reference.
- “Provider contact” and “Client contact” mean those individuals best placed to give effect to the provisions of this Agreement at signing; they may be changed or updated by the Joint Chief Executive during the term of this Agreement as circumstances dictate.

- **2. Definitions relating to the Data Sharing Agreement**

- “The Agreement” means the data sharing agreement, which is a free-standing document that does not incorporate other commercial terms between the parties; but which is informed by the contractual relationship in so far as the nature of personal and other data to be shared is concerned.
- “The data discloser” means the party disclosing personal data to the data receiver.
- “The Data Protection Authority” means within the United Kingdom of Great Britain and Northern Ireland the Information Commissioner’s Office (ICO)
- “The data receiver” means the party receiving personal data from the data discloser.
- “The data subject” means any living individual whose personal data is the subject of this agreement.

- “Data breach” means any breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the personal data.
- "Personal data" means any information relating to an identified or identifiable living person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. This will include information submitted from the Data Subject pertaining to their claim and which shall include their name, address, telephone number, email address and any biographical or other identifiable personal data, including any expressions of opinion or intent.
- “Special categories of personal data” means information about racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, physical or mental health or condition, sexual life or sexual orientation, genetic data and biometric data that can, or may be, identified with a data subject.
- “Relevant legislation” means any applicable laws, decisions, binding and non-binding codes of practice and guidance of a competent institution supervising or regulating data protection including, including the General Data Protection Regulation (EU) 2018/679 (as incorporated into UK law by the Data Protection Act 2018), and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended by the Data Protection, Privacy and Electronic Communications (EU Exit) Regulations effective 31 January 2020), including any supplemental statutory change or re-enactment thereof.
- “Technical and organisational security measures” means measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing.
- Unless the context otherwise, requires, words in the singular shall include the plural and in the plural shall include the singular and the reference to one gender shall include a reference to all genders.
- A reference to a statute or statutory provision will also include all subordinate legislation.

## SCHEDULES

### SCHEDULE A: PRINCIPLES FOR PARTNERSHIP WORKING

In the spirit of partnership working it is anticipated that both London TravelWatch and Transport Focus will receive equal benefit from the shared service arrangements so resources (staff hours) will be shared in delivering these services rather than entering a formal recharging arrangement. (The exception to this will be the Joint Chief Executive where costs will be directly recovered by Transport Focus from London TravelWatch and the existing safety advice provided by London TravelWatch which will continue to be recharged to Transport Focus.)

The underlying approach to this arrangement is one of achieving overall balanced best value for the transport user and the taxpayer, via its inputs and outcomes. In this respect:

1. time should be budgeted, not just incurred, and budgeted to balance over a reporting year to the greatest possible extent;
2. assumptions used for resource planning will initially, and thereafter periodically, validated;
3. hours forming part of the reconciliation should not be broken down by pay grade but assumed to be of a reasonable uniform benefit, taking account of the range of roles and responsibilities of the staff members concerned;
4. a formal review (and reconciliation if necessary) assumptions and resourcing should take place after six months, and every six months thereafter. Where an imbalance is identified, it should be put to work to deliver best value by identifying additional benefits like access to additional insight analysis or policy advice for the appropriate organisation;
5. quality / performance measures should be set out in the shared services agreement;
6. monthly monitoring of time recording will take place for staff providing shared services (via 10,000 ft or any such time recording system in use by Transport Focus) and for case volume information (via data from the customer service centre)
7. other costs, where they occur, including those in respect of the joint chief executive, as pre-agreed, would be invoiced and settled in the normal way;
8. for purposes of transparency, both organisations should disclose this arrangement and, excepting any commercially sensitive data, provide underlying details of it in their respective annual reports.

## SCHEDULE B: STRATEGIC VALUE AND PRICING 2021-22

### Strategic Value

Service section	Transport Focus - time related to LONDON TRAVELWATCH activities	LONDON TRAVELWATCH time related to Transport Focus activities
	Estimated annual resource (hours)	Estimated annual resource (hours)
Corporate services (staff time)	940	
Corporate services (non-staff time)	254	
Director, London		85
Corporate Governance 1 (staff time)	-	
Corporate Governance 2		-
Casework (staff time)		2527
Casework (non-staff time)	975	
<b>Estimated totals</b>	<b>2,169</b>	<b>2,612</b>

**Note:** any difference in the resource (hours) utilised in favour of one party will be available to deliver additional value activities from the other party subject to mutual agreement

### Price

Service section	Transport Focus charges to LONDON TRAVELWATCH			LONDON TRAVELWATCH charges to Transport Focus		
	Net annual charge	VAT (if applicable)	Total annual charge	Net annual charge	VAT (if applicable)	Total annual charge
Chief executive	17,457	3,491	20,948			
Safety Advice				-	-	-
<b>Total</b>	<b>17,457</b>	<b>3,491</b>	<b>20,948</b>	<b>-</b>	<b>-</b>	<b>-</b>

## **SCHEDULE C: PROTOCOLS**

### **(1) Pre-agreed protocols relating to the substantive second term of this Collaboration Agreement**

- (a) Anthony Smith, the Chief Executive of Transport Focus remains the joint chief executive of both organisations
- (b) The right of both parties to publish or comment on an issue in a different way where the geographic or other interests differ is reserved
- (c) The finances of the two organisations are to be kept separate
- (d) Appropriate records are to be kept to ensure that staff time can be accounted for to funders
- (f) A reporting structure and protocol should be agreed for any policy areas when there is a conflict or difference of views; but in the first instance the relevant chair(s) should be consulted for advice
- (g) If there are any differences of approach which cannot easily be resolved, that the joint chief executive will liaise directly with the chair of London TravelWatch (to avoid the London TravelWatch director being pulled in different directions)
- (h) A further protocol may be agreed to determine which areas of published work should be covered by joint branding, and which individual.
- (i) A review will take place after six months and every six months thereafter.

### **(2) Protocols proposed and agreed during the substantive term of these Agreements**

**SCHEDULE D: FRAMEWORK AGREEMENT BETWEEN TRANSPORT FOCUS AND THE DEPARTMENT FOR TRANSPORT**

[provided separately]

**SCHEDULE E: MEMORANDUM OF UNDERSTANDING BETWEEN LONDON TRAVELWATCH AND THE LONDON ASSEMBLY TRANSPORT COMMITTEE**

[provided separately]

## SCHEDULE F: TERMINATION PROVISIONS

- 1 Either party may give six months' notice to terminate the Agreements. Such termination shall be without prejudice to the rights of the parties accrued to the date of determination, but subject to the operation of the following provisions.
- 2 In the event of such notice being given the parties shall at any time before the expiration of the notice be entitled to exercise and shall as soon as may be reasonably practicable within that period exercise such of the following powers as it considers expedient:
  - to direct a party, where work has not been commenced, to refrain from commencing work;
  - to direct a party to complete in accordance with the Agreement all or any of the Services, or any part of component thereof, which shall be paid for at a fair and reasonable price.
- 3 The parties acknowledge that they may need to terminate any Sub-contract which may have been entered into in connection with the Services. They will use reasonable endeavours to mitigate the effects of termination on the Sub-contract but the parties will remain liable for any costs which ensue from performance of and termination of the Sub-contract.
- 4 The Agreements may be terminated summarily by giving notice to the other party upon the occurrence of any of the following events:
  - (a) a party commits a material breach of any term of the Collaboration Agreement and associated agreements and (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;
  - (b) a party repeatedly breaches any of the terms of the Collaboration Agreement and associated agreements in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms therein;
  - (c) a party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - (d) a party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation.

- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of a party other than for the sole purpose of a scheme for a solvent amalgamation of the party with one or more other companies or the solvent reconstruction of the party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over a party;
- (g) the holder of a qualifying floating charge over the assets of a party has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of a party or a receiver is appointed over the assets of a party;
- (i) a creditor or encumbrancer of a party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to a party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
- (k) a party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (l) any warranty given by a party is found to be untrue or misleading;
- (m) a party suspends or ceases, or is likely to suspend or cease, to carry on all or a substantial part of its business, by a force majeure event that causes a material detrimental impact on the other party and for which mitigating or resolving issues cannot be put in place to the satisfaction of the affected party within a period of three months.

## SCHEDULE G: JOINT DATA INCIDENT AND BREACH GUIDELINES

Reporting incidents whereby personal data has been or may have been disclosed by mistake is a key responsibility of all information asset owners and management team members.

In pursuit of our culture of openness and recognising that mistakes sometimes happen, all staff are reminded that it is far better to report a breach or potential breach of policy or process immediately and fully rather than try to pretend it never happened, cover it up or forget about it. The real test of any organisation is not that mistakes happen, but how mistakes are dealt with. Data breaches can only be dealt with effectively and with minimum impact to those affected if we are geared up to respond to them, and we swing into action if and when they happen.

An 'incident' may be a breach of personal data; the point is to determine whether that is the case or not, to take appropriate action, and to record details of any action.

*What is a personal data breach?*

A personal data breach can be broadly defined as a security incident that has affected the confidentiality, integrity or availability of personal data. In short, there will be a personal data breach whenever any personal data is lost, destroyed, corrupted or disclosed; if someone accesses the data or passes it on without proper authorisation; or if the data is made unavailable, for example, when it has been encrypted by ransomware, or accidentally lost or destroyed.

Recital 87 of the UK GDPR makes clear that when a security incident takes place, you should quickly establish whether a personal data breach has occurred and, if so, promptly take steps to address it, including telling the ICO if required.

*Personal data breaches can include:*

- access by an unauthorised third party;
- deliberate or accidental action (or inaction) by a controller or processor;
- sending personal data to an incorrect recipient;
- computing devices containing personal data being lost or stolen;
- alteration of personal data without permission; and
- loss of availability of personal data.

What is the process?

Steps	Notes
<p>An incident occurs and is reported to the appropriate Information Asset Owner (IAO)* immediately. The IAO gathers the facts of the incident.</p> <p>The IAO ensures all the facts of the incident are set out in an email to the SIRO (or SIAO if not available) and their line manager (if the head of team is not the IAO) requesting an urgent meeting or conference call next day.</p>	<p>INCIDENT SAME DAY</p>
	
<p>The meeting or conference call determines if there has been a breach of personal data, based on the definitions provided above.</p>	<p><b>INCIDENT + 24 HOURS MAX</b></p>
<ul style="list-style-type: none"> <li>• if <b>NOT</b>, any entry is made in the incident log and no further action is necessary</li> </ul>	<p><b>See Annex 1</b></p>
<ul style="list-style-type: none"> <li>• if <b>YES</b>, a <b>risk assessment</b> must be carried out based on severity and likelihood. A breach can have a range of adverse effects on individuals, which include emotional distress, and physical and material damage. Some personal data breaches will not lead to risks beyond possible inconvenience to those who need the data to do their job. Other breaches can significantly affect individuals whose personal data has been compromised. We need to assess this case by case, looking at all relevant factors. In assessing risk to rights and freedoms, it's important to focus on the potential negative consequences for individuals.</li> <li>• The risk assessment will enable us to develop a containment and mitigation plan, which must be developed for implementation the next day at the latest. The plan must include resourcing</li> </ul>	<p>At this point, the Data Protection Officer must be informed and advice sought.</p>
	
<p>The containment, mitigation, documentation and filing plan must be implemented.</p>	<p><b>INCIDENT + 48 HOURS MAX</b> <b>See Annex 2</b></p>
	
<p>ICO filing</p>	<p><b>INCIDENT + 72 HOURS MAX</b></p>

*Risk Assessment*

This is based on Transport Focus' s standard approach to managing risk.

- (a) first, identify the severity of the breach based on individuals ('data subjects') rights and freedoms under UK GDPR, if the breach was uncontained.
- (b) second, determine how likely it is that, based on the circumstances of the breach, these freedoms and rights may have been compromised

The following table illustrates how severity and likelihood may be determined:

Level	Severity	Likelihood
1	Insignificant	Rare
2	Minor	Unlikely
3	Moderate	Possible
4	Major	Likely
5	Catastrophic	Almost certain

- (c) compute and determine impact

<b>IMPACT</b>	=	<b>SEVERITY</b>	X	<b>LIKELIHOOD</b>
---------------	---	-----------------	---	-------------------

<i>Severity</i>	5	5	10	15	20	25
	4	4	8	12	16	20
	3	3	6	9	12	15
	2	2	4	6	8	10
	1	1	2	3	4	5
	1	2	3	4	5	

*Likelihood*

*Containment, mitigation, documentation and filing plan (CoMDoFP)*

The Plan has 5 distinct sections; a template is attached to this section which is available on Connect.

### Section 1: nature of data breach

Include relevant facts. Responsible IAO and team manager (if different).  
Summary of risk assessment and **determination of impact level**.

### Section 2: containment.

What have we done / need to do now to ensure the breach is contained and any data leakage is stopped or, if possible, data is recaptured, restored, reclaimed, salvaged or repossessed?

### Section 3: mitigation

Contacting individuals / data subjects effected by the breach

If the breach risk assessment has resulted in **medium or high** risk to the rights and freedoms of individuals, we must inform those concerned directly and without undue delay. In other words, this should take place as soon as possible. One of the main reasons for informing individuals is to help them take steps to protect themselves from the effects of a breach.

*What information must we provide to individuals when telling them about a breach?*

We must describe, in clear and plain language, the nature of the personal data breach, and:

- the name and contact details of your data protection officer or other contact point where more information can be obtained;
- a description of the likely consequences of the personal data breach; and
- a description of the measures taken, or proposed to be taken, to deal with the personal data breach and including, where appropriate, of the measures taken to mitigate any possible adverse effects.

### Section 4: documentation and internal review

Article 33(5) requires us to document the facts relating to the breach, its effects and the remedial action taken. This is part of our overall obligation to comply with the accountability principle, and allows us to verify our compliance with our notification duties under the UK GDPR.

As with any security incident, we should investigate whether or not the breach was a result of human error or a systemic issue and see how a recurrence can be prevented – whether this is through better processes, further training or other corrective steps.

The CMDP template has been developed to ensure it captures all the necessary information required by Article 33(5) and, following its passage through ISG and ARARC, is stored on a joint accessible library.

### Section 5: breach notification to ICO?

This section records when and how the ICO has been notified.

When reporting a breach, the UK GDPR says we must provide:

- a description of the nature of the personal data breach including, where possible:
  - the categories and approximate number of individuals concerned; and
  - the categories and approximate number of personal data records concerned;
- the name and contact details of the data protection officer (if your organisation has one) or other contact point where more information can be obtained;
- a description of the likely consequences of the personal data breach; and
- a description of the measures taken, or proposed to be taken, to deal with the personal data breach, including, where appropriate, the measures taken to mitigate any possible adverse effects.

*What if we don't have all the required information available yet?*

The UK GDPR recognises that it will not always be possible to investigate a breach fully within 72 hours to understand exactly what has happened and what needs to be done to mitigate it. Article 34(4) allows us to provide the required information in phases, as long as this is done without undue further delay. ICO however expects controllers to prioritise the investigation, give it adequate resources, and expedite it urgently. We must still notify them of the breach when we become aware of it and submit further information as soon as possible. If you know you won't be able to provide full details within 72 hours, it is a good idea to explain the delay to us and tell us when you expect to submit more information.

*Finally...*

The materiality threshold for notifying **individuals** and the **ICO** is different, which is confusing and unhelpful. This means we can notify ICO without notifying individuals, which frankly is the wrong way around. The parties therefore apply a **unified threshold** based on the risk assessment impact conclusion.

<b>Board meeting</b>	<b>May 21 BM</b>	<b>Meeting date</b>	<b>18 May 2021</b>	<b>Agenda item</b>	<b>B 5</b>
----------------------	------------------	---------------------	--------------------	--------------------	------------

Purpose of submission	For decision / approval	Type of submission	Proposal
<b>Report Title</b>	Parent undertaking guarantee for the liabilities of Transport Focus Wales Limited as at 31 March 2021		
<b>Sponsor</b>	Nigel Holden		
<b>Author(s)</b>	Nigel Holden		

**Summary**  
 Board approval request for a parent undertaking guarantee for the liabilities of Transport Focus Wales Limited as at 31 March 2021 so the subsidiary company can be exempted from an annual audit

**Recommendations (if decision or approval required)**  
 The Board are asked to consider the proposal that Transport Focus provides a parent undertaking guarantee for the liabilities of Transport Focus Wales Limited (TFWL) at 31 March 2021 under section 479C of the Companies Act, and if appropriate approve the guarantee so TFWL can be exempt from an annual audit for 2020-21.

If the Board confirm their agreement for the guarantee they are asked to approve the following

1. That Transport Focus, as the sole member of Transport Focus Wales Limited, agree to the exemption from audit for Transport Focus Wales Limited under Section 479A of the Companies Act in respect of the financial year ended 31 March 2021.
2. That the following statement can be filed at Companies House:  
 ‘Transport Focus (the operating name of the Passengers’ Council which is an executive non-departmental public body constituted under the Railways Act 2005) guarantees Transport Focus Wales Limited (company number 11439946) under section 479C of the Companies Act in respect of the financial year ended 31 March 2021. This statement is dated 18 May 2021.’

**Further details**  
 Transport Focus Wales Limited (TFWL) is a company limited by guarantee having no share capital and Transport Focus is the sole member so will contribute a maximum £1 in the case of the company being wound up.

### **Companies Act provisions**

Under the [Companies Act \(Section 479A\)](#) a subsidiary company can be exempt from the requirement to have an annual audit if the parent undertaking provides a guarantee (Section 479C) and the members of subsidiary company agree to the exemption from audit in respect of the financial year in question

The parent undertaking guarantee under Section 479C only applies only to the year in question so needs to be provided each year and needs to be disclosed in the consolidated accounts for Transport Focus and filed at Companies House before the subsidiary accounts are filed.

### **Transport Focus Wales Limited**

The management accounts for Transport Focus Wales Limited (TFWL) for the 12 months to 31 March 2021 are attached and show net assets of £12,656. TFWL has no long-term agreements in place with suppliers and the company is not aware of any claims against TFWL. There is also insurance cover in place for the activities of Transport Focus Wales Limited.

Should Transport Focus provide the guarantee the members of TFWL would also need to agree the exemption for the financial year in question and note the exemption in the subsidiary accounts.

### **Department for Transport**

Under the section 479C guarantee Transport Focus could be responsible for the liabilities of Transport Focus Wales Limited and the Department for Transport (DfT), as sponsor, have [confirmed](#) that they would be content for the guarantee to be put in place as last year.

### **Audit and Risk Assurance Committee**

The Audit and Risk Assurance Committee (ARAC) considered the proposal to put in place the guarantee at their meeting in April 2021 and were content for the guarantee to be put in place subject to agreement from the Transport Focus Board.

### **Financial Risk**

The parent undertaking guarantee from Transport Focus under Section 479C has the effect that

- a) Transport Focus guarantees all outstanding liabilities to which Transport Focus Wales Limited is subject at the end of the financial year to which the guarantee relates, until they are satisfied in full, and
- b) the guarantee is enforceable against Transport Focus by any person to whom Transport Focus Wales Limited is liable in respect of those liabilities.

Annex 1 includes the summary accounts for Transport Focus Wales Limited as at 31 March 2021 and the total liabilities were £73,084 and total assets were £85,740.

Background information (if available)	Link

**Implications – financial / risk / legal / resourcing**

*(Please delete the below if an EIA screen has already been completed through a project workbook)*

**Equalities Impact Assessment screen**  
 Sometimes, an equalities impact assessment (EIA) is required. To help decide whether a full EIA is required, a screen must be undertaken. Please choose the correct impact value and, if **major**, link it to an explanation below.

Gender	Age	Sexual orient'n	Disability	Marital status	Political belief	Religious belief	Racial group
1. What is the likely impact on equality of opportunity for those affected by this policy, for each of the Section 75 equality categories?							
None	None	None	None	None	None	None	None
2. Are there opportunities to better promote equality of opportunity for people within the Section 75 equalities categories?							
None	None	None	None	None	None	None	None
3. To what extent is the policy likely to impact on good relations between people of different religious belief, political opinion or racial group?							
					None	None	None
4. Are there opportunities to better promote good relations between people of different religious belief, political opinion or racial group?							
					None	None	None

If sensitive, protective marking	NOT PROTECTIVELY MARKED
----------------------------------	-------------------------

Identify any **major** impacts if these have been selected above

1	
2	
3	

*Conclusion*

Based on the information above, and having regard to the detailed guidance, the sponsor and author of this paper agree that in respect of a full equalities impact assessment (EIA):
A full EIA is not required

TRANSPORT FOCUS WALES LIMITED  
MANAGEMENT ACCOUNTS AT 31 MARCH 2021  
INCOME AND EXPENDITURE ACCOUNT

	Year to date			Forecast Outturn	Annual Budget	Variance
	Actual	Forecast	Variance			
	£	£	£	£	£	£
<b>Income</b>	<b>116,658</b>	<b>116,656</b>	<b>2</b>	<b>116,656</b>	<b>116,656</b>	<b>-</b>
<b>Expenditure</b>						
Staff recharge	85,065	82,000	(3,065)	82,000	78,000	(4,000)
Board remuneration	-	-	-	-	-	-
External support	493	180	(313)	180	-	(180)
Broadband	-	-	-	-	-	-
ICT services (licences, infrastructure and support)	781	1,200	419	1,200	4,200	3,000
Equipment rentals and usage	-	-	-	-	-	-
Office / desk rental	3,000	3,000	-	3,240	3,240	-
Mobile usage	-	-	-	-	-	-
Telephone costs	216	240	24	240	300	60
Printing, postage and stationery	3	250	247	250	2,400	2,150
Translation costs	-	200	200	200	3,000	2,800
Other office costs	-	35	35	35	960	925
Travel and subsistence	5	1,055	1,050	1,055	7,800	6,745
Training and development	-	-	-	-	500	500
Press cuttings and other media services	-	-	-	-	-	-
Website maintenance	-	-	-	-	-	-
Bank account costs	-	60	60	60	120	60
Insurance	-	350	350	350	660	310
Audit and accountancy fees	-	-	-	-	12,000	12,000
Meeting room / venue costs	-	-	-	-	700	700
User insight	24,950	25,000	50	25,000	-	(25,000)
Transport Focus recharges	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-
<b>Total expenditure</b>	<b>114,513</b>	<b>113,810</b>	<b>(703)</b>	<b>113,810</b>	<b>113,880</b>	<b>70</b>
<b>Net surplus / (deficit)</b>	<b>2,145</b>	<b>2,846</b>	<b>(701)</b>	<b>2,846</b>	<b>2,776</b>	<b>70</b>
Corporation tax payable	(408)	(556)	148	(556)	(500)	(56)
<b>Net surplus / (deficit) after tax</b>	<b>1,737</b>	<b>2,290</b>	<b>553</b>	<b>2,290</b>	<b>2,276</b>	<b>14</b>

TRANSPORT FOCUS WALES LIMITED  
MANAGEMENT ACCOUNTS AT 31 MARCH 2021  
BALANCE SHEET AS AT 31 MARCH 2021

	Actual £	Forecast £
<b>Fixed assets</b>	-	-
<b>Current assets</b>		
Debtors and accrued income	19,170	19,170
Cash at bank	66,570	67,571
Total current assets	<u>85,740</u>	<u>86,741</u>
<b>Creditors - Amounts payable in less than 12 months</b>		
Creditors and accruals	53,244	52,698
Deferred income	18,367	19,658
Amount payable to Transport Focus	-	-
VAT payable	1,066	617
Corporation tax	408	559
Total current liabilities	<u>73,084</u>	<u>73,532</u>
<b>Current assets less Creditors - Amounts payable in less than 12 months</b>	<u>12,656</u>	<u>13,209</u>
<b>Net assets</b>	<u><b>12,656</b></u>	<u><b>13,209</b></u>
<b>Reserves</b>		
Brought forward	10,919	10,919
Surplus for the period	1,737	2,290
Carried forward	<u><b>12,656</b></u>	<u><b>13,209</b></u>

**TRANSPORT FOCUS WALES LIMITED  
MANAGEMENT ACCOUNTS AT 31 MARCH 2021**

**Notes on the Management accounts**

**Income and expenditure account**

**Year to date**

Income is in line with the forecast

Expenditure is slightly higher than forecast and budget. The higher than forecast expenditure is due to additional time by Transport Focus staff to develop the proposal for jointly funded transport user insight around demand responsive bus transport (fflecsi), together with the agency costs for the initial part of this work.

These additional costs have been offset by significantly lower travel and office costs as a result of the COVID-19 restrictions. In addition the budgets assumed the company would be subject to a separate external audit which will not be the case.

**Balance Sheet**

The Balance Sheet is largely in line with the forecast and shows net assets of £12,600 at the end of the year

There is one invoice due from Transport for Wales (who took over the rail franchise from KeolisAmey in February 2021) for £19,170 dated 5 March 2021 which is currently being followed up.

**Additional information**

These Management Accounts will form the basis of the annual accounts for the year ended 31 March 2021 which will be finalised once we have agreement from the Department for Transport for Transport Focus to issue a parent undertaking.

**RAILWAYS ACT 2005 (as amended)**  
**LOCAL TRANSPORT ACT 2008**  
 The Passengers' Council (Non-Railway Functions) Order 2010  
 Resolution of the Passengers Council (operating as Transport Focus)

**Explanatory Note<sup>1</sup>**

The law **requires** that Board meetings of Transport Focus are open to the public, but that the public **must** be excluded where any item of business is confidential. Confidential business is defined as being:

- Business where information provided in confidence to Transport Focus by the Secretary of State or the Office of Rail and Road would be disclosed.
- Business where information relating to the affairs of an individual or organisation would be disclosed, and where such disclosure would 'seriously and prejudicially' affect their interests
- Business which is, by order, specified as such by the Secretary of State

In addition, the Board of Transport Focus may, by resolution, and provided that the reason is stated, determine that because of the confidential nature of the item of business, it is in the public interest that the public be excluded during that item. The Board must also take full account of the protection of confidential information provisions in respect of any investigations it has carried out under sections 112E and 112F of the Transport Act 1985 (provisions retro-conferred under the above cited legislation).

Date of Board Meeting	18 May 2021
Venue	Videoconference

**RESOLVED**

that, pursuant to the statutory provisions governing procedure, members of the public shall be excluded from the meeting for the items set out below having regard to the confidential nature of the business to be transacted:

Agenda Item	Description	Reason for conducting business in private session (if appropriate)
C1 / C2	Minutes of meetings of Passenger Contact Group minutes and Transport Focus Scotland Ltd	Comercially confidential: the affairs of an individual or organisations will be disclosed, and such disclosure may 'seriously and prejudicially' affect their interests
Proposed by		
Seconded by		

Signed:

\_\_\_\_\_  
 Jeff Halliwell  
 Chair, Transport Focus

\_\_\_\_\_  
 Date

<sup>1</sup> This is a summary of the provisions with respect to the admission of the public to meetings. For full details, please refer to Schedule 5, Part 6 of the Railways Act 2005 ( as amended) and the Passengers' Council (Non-Railway Functions) Order 2010