



Department
for Transport

transportfocus 

LONDON
TRAVELWATCH

Third Stage Independent Appeals Panel

Terms of appointment

1. General

Members of the Independent Appeals Panel (IAP) have a general responsibility for ensuring that it fulfils the aims and objectives agreed for it by the Secretary of State for Transport. These are as set out in the relevant Statutory Instruments and related, updated guidance issued by the Department for Transport and Rail Delivery Group. In a nutshell, penalty fares are imposed to deter those seeking a free ride but mistakes do happen and where a passenger feels they have been unfairly treated, they need to be confident that there is a robust and independent process in place to deal with their appeal.

Your agreement for the services set out in the *Information for Applicants* will be with one of two Appeals Service Providers (ASP's), as confirmed by the covering letter to these terms.

2. Period of Appointment

This appointment is made for a term of three years from 1 April 2024 and, subject to satisfactory performance, may be extended, but there is no guarantee it will be.

Your appointment will be a matter of public record.

3. Ending the Appointment

The appointment may be summarily terminated where it is considered that, on evidence in the possession of the relevant ASP, the appointee's conduct means that he or she is no longer a suitable person to serve as a member of

the IAP. In particular, the appointment may be terminated, summarily, if an availability warning is not satisfactorily responded to, and / or availability becomes so erratic as to interfere with the good running of the IAP.

Without limitation, this appointment is also subject to termination where an appointee:

- (a) is made bankrupt or makes an arrangement with his or her creditors;
- (b) is incapacitated by mental or physical illness to the extent that his or her participation is adversely affected;
- (c) has begun formal procedural steps to stand for election to the House of Commons, the Scottish Parliament, the Senedd, or the London Assembly;
- (d) has by their actions, in the opinion of the Secretary of State's officials brought, or is likely to bring, the Penalty Fares system into disrepute; and / or
- (e) is convicted of a criminal offence

The right is also reserved to terminate an appointment at three months' notice in writing for any reason. You may also terminate your appointment at three months' notice in writing.

4. Remuneration

The remuneration of a member of the IAP is £10 per case, as offered to be assessed. If you are chosen to chair a panel meeting, this fee is increased to £12 per case. There is no guarantee of the number of cases to be offered to you. The appointment is **not** a contract of employment and is **not** pensionable. No change in remuneration over the term of the appointment is likely. If you are required to attend a training or similar day (**other** than the initial training and orientation days) you will be able to claim £75 per day, plus expenses (see section 14 below). You are required to invoice your ASP either monthly or in the 13 railway accounting periods as instructed. You are responsible for declaring this income to His Majesty's Revenue and Customs; no declaration will be made on your behalf.

5. Availability

Each member of the IAP is expected to be able to reach a determination on any case offered to them to assess within ten working days of it being offered.

6. Quality assurance

The Secretary of State's officials may require assurance that the duties of Members of the IAP are being satisfactorily carried out. To that end, an annual quality assurance exercise may be carried out through passenger groups undertaking a review of third stage appeals considered, which may make recommendations concerning your continued appointment or re-appointment to the IAP. You are also expected to take part in initial training and development exercises,

working with any appointed trainers as necessary. Sufficient notice of such training and development exercises will be given to you and participation levels will be assessed as part of an individual member's ongoing contribution to the work of the IAP.

7. Connectivity

Each member of the IAP is required to have a secure internet connection of sufficient bandwidth to enable them to log-on to and interact with the appropriate portal provided by the ASP. This will be confirmed with you upon or shortly after appointment.

8. Panel member's Liability

In the unlikely event that legal proceedings are brought against any panel member by a third party, panel members should be aware that **no civil liability cover is offered or warranted.** Panel members should make any arrangements they consider necessary.

9. Personal injury liability

In the unlikely event that claims for personal injury are brought by any panel member (or a third party acting on their behalf) panel members should be aware that **no civil liability cover is offered or warranted.** Panel members should make any arrangements they consider necessary.

10. Conduct

Although this is not a public appointment, all IAP members must have an understanding of and demonstrate commitment to the principles of public service and a duty regarding conduct, propriety and confidentiality. You will be required as a condition of your appointment to abide by the 'Nolan' principles of public life and any remote working agreement operated by the ASP with whom you are associated. You will also be expected to sign a non-disclosure agreement governing your use of the information with which you are provided. This agreement will, inter alia, ensure you do not misuse information gained in the course of your service for personal gain or for political profit, nor seek to use the opportunity of service to promote your private interests or those of connected persons or organisations.

11. Gifts and Hospitality

IAP members are expected to ensure that acceptance of gifts and hospitality can stand up to public scrutiny. You should ensure you are aware of the provisions of the Bribery Act 2010. Gifts should be declined wherever possible, and any offers should be reported to your ASP.

12. Conflicts of Interest

Any personal or business interests which may, or may be perceived to, influence your judgements in performing your functions to your ASP must be declared. Any such declarations will be recorded on a publicly available register.

13. Political Activity

The following standard rules about the political activities of panel members apply:

- i. Panel members should not serve as officers carrying out executive duties in any political party.
- ii. Panel members should abstain from controversial political activity.
- iii. Subject to i. above, panel members should be free to engage in any political activity, provided they are conscious of their general public responsibility and exercise proper discretion, particularly in regard to the work of the panel. On matters affecting that work, they should not normally make political speeches or engage in other political activities.
- iv. Panel members who are also Members of the House of Lords will be guided in their conduct in the House by the statement made by Lord Addison in the House on 21 March 1951 (as amended by the Second Report from the Select Committee on Procedures of the House, 3 February 1971) (the 'Addison' rules).
- v. All panel members are free to maintain associations with trade unions, co-operative societies, trade associations, etc. to the extent that such associations do not conflict directly with the interests of the panel.
- vi. The foregoing applies equally to political activity on behalf of any of the political parties.
- vii. Any panel member who is in doubt about the application of these rules, or about the propriety of any political activity, should seek guidance.

14. Expenses

Travel and subsistence expenses to and from your local station or bus stop to a meeting as required by your ASP, including overnight allowances if the meeting requires an overnight stay (maximum thresholds apply), will be reimbursed on the basis of the arrangements in force. Any expenses must be pre-approved before they are incurred.

15. Reassignment

You may be reassigned from one ASP to another during the course of your appointment if compelling circumstances so require.