

Agreement

THIS AGREEMENT runs from the 1st day of April 2014

BETWEEN

The Government of St Helena, The Castle, Jamestown, St Helena (hereinafter called "SHG")

AND

Joshua's Taxis (hereinafter called the "Operator")

(Hereinafter together referred to as "The Parties")

WHEREAS

SHG has established a public transport system known as St Helena PTS (hereinafter called "PTS") based on St Helena to carry on the business of conveying the public to and from communities on the Island, as well as providing home to duty transport for health shift workers.

A review of the operation of the St Helena PTS was carried out by SHG in late 2012. This Agreement is based on the findings and recommendations of the review and the subsequent 'trial run' of the system which operated from February 2013-March 2014.

SHG, through this Agreement, enters into arrangements with Joshua's Taxis (hereinafter called "the operator") who will undertake to provide public transport as agreed in the associated timetables and annexes.

The operator agrees to provide these services, as specified, under conditions of **financial support** as laid out in **Annex 1**.

The Parties hereby Agree:

1. Duration

- 1.1 The PTS will operate as specified in the annexes for a period of one year commencing on 1 April 2014 and ending 31 March 2015 unless terminated in accordance with the terms of this Agreement.

2. Management Structure

- 2.1 The Operator agrees to nominate a manager with direct responsibility for the service provided. In the event of a manager being unable to fulfil his/her functions for longer than 24 hours the operator shall immediately provide an alternate manager. The manager shall provide 24-hour contact details to the SHG

Contract Manager and shall undertake to maintain the contact details in an up to date form.

- 2.2 The manager shall report to the SHG Contract Manager. The SHG Contract Manager shall be the main point of contact for all PTS matters but SHG shall be entitled to nominate other public officers to conduct such support activities as shall be required from time to time.
- 2.3 It shall be the responsibility of the Operator to notify the SHG Contract Manager immediately of any material change in management arrangements.

3. Staffing

- 3.1 All offers of employment as a driver with the Operator are subject to the provision by the driver to the Operator of a full police disclosure. It is the responsibility of the Operator to ensure that all drivers and/or potential drivers provide a full police disclosure to the Operator prior to taking up employment as a driver with the Operator.
- 3.2 The Operator shall reserve the right to refuse employment as a driver with the Operator and/or revoke an offer of employment as a driver with the Operator on the basis of a police disclosure which discloses that a driver and/or potential driver has been convicted of an offence or offences in breach of the conditions listed below;
 - (i) No person who has been convicted of an offence under the Sexual Offences Act 2003 and/or the Sexual Offences Act 1956 shall be employed as a driver.
 - (ii) No person who has been convicted of an offence involving children shall be employed as a driver or in any other capacity where they will have dealings with children as part of the provision of the service.
 - (iii) No person who has been convicted of a road traffic offence that carries the penalty of imprisonment or disqualification, within the last 5 years, may be employed as a driver.
- 3.3 Save for the requirements of clause 3 (b) the Operator shall be free to employ any staff for the purpose of providing the PTS subject to the following conditions:
 - (i) No person who, as a driver, has caused an accident leading to an insurance claim in excess of £250 within the last five years shall be employed as a driver.
 - (ii) Any driver employed by the Operator shall have at least five years driving experience and hold the appropriate driving licence for a public service vehicle.
 - (iii) Any driver over the age of 65 years and any driver who has a past medical history which might affect their ability to fulfil the role, will be required to undergo a medical examination by law before being allowed to drive a bus under this agreement. Drivers suffering from cardiac related diseases or who

are over the age of 65 years must undergo and pass an annual medical examination.

(iv) No driver shall be allowed to drive a bus in performance of the terms of this agreement until approval has been given that he is medically fit to do so.

- 3.4 It is the Operator's responsibility to ascertain as far as reasonably possible that persons employed by them to drive vehicles meet with the requirements of this agreement.
- 3.5 The driver shall be in sole charge of a vehicle in use on the PTS. At the discretion of the driver, alterations to routes and times reflecting pressing operational needs shall be considered to be permissible and authorised.
- 3.6 Passengers will be carried at the sole discretion of the driver.
- 3.7 In the event that a passenger is giving the driver any cause for reasonably requesting them to exit from the vehicle at any point along the journey, they shall not be entitled to a refund.

4. Routes and Subsidy

- 4.1 The **routes and timetables** laid out at **Annex 2** shall form a material part of the agreement until such time as otherwise agreed in writing by the parties.
- 4.2 The PTS routes shall be as agreed from time to time between the parties, and confirmed in writing by the SHG Contract Manager.
- 4.3 Routes and timing should be part of any review and flexible by agreement.
- 4.4 A fixed monthly subsidy shall be payable by SHG to the Operator for the duration of this Agreement in accordance with **Annex 1**
- 4.5 Each month, management information relating to the previous month shall be made available to the SHG Contract Manager as per the template at **Annex 4**.

5. Safety and Maintenance

- 5.1 Nominated vehicles shall be available for inspection at all times by a duly authorised representative of SHG. Safety standards shall be applied based on a six monthly MoT test. These will be the minimum requirements for the PTS. At least one reserve vehicle shall be available at all times. The reserve vehicle shall be nominated and inspected and shall be required to be maintained to the same MoT standards.
- 5.2 It is the responsibility of the Operator to notify SHG immediately of any material change in the safety and maintenance level of any vehicle used in the supply of the service.
- 5.3 Copies of the MoT certificates shall be provided to the SHG Contract Manager immediately after each MoT test.

6. Cleanliness

- 6.1 Internal and External cleanliness of all vehicles shall be maintained to a high standard and shall be subject to inspection by a duly authorised representative of SHG.

7. Insurance

- 7.1 SHG shall not maintain insurance to cover potential PTS liabilities. Proper comprehensive insurance shall be maintained in respect of each vehicle by the Operator at all times. In the event of any claim the operator or his/her insurer shall be responsible.
- 7.2 It shall be the responsibility of the Operator to notify SHG of any material change in the insurance cover in respect of any vehicle or related arrangements.
- 7.3 Copies of insurance policies in respect of all vehicles shall be provided to the SHG Contract Manager prior to the contract commencing.
- 7.4 SHG shall accept no liability or responsibility for the staff employed by the Operator and the Operator shall be liable for and indemnify SHG against any expense, liability, loss, damage, claim or proceedings in respect of any loss, injury, death or damage whatsoever to any property real or personal in so far as such loss, expense, liability, injury, death or damage involves the staff employed by the Operator and arises out of or in the course of or caused by the Operator and/or the staff employed by the Operator carrying out the Agreement.

8. Liability

- 8.1 The Operator shall be liable for, and indemnify the Government against any expense, liability, loss, claim or proceedings whatsoever in respect of;
- (i) Personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of the Agreement.
 - (ii) Any loss, injury or damage whatsoever to any property real or personal in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of the Agreement and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Operator or of any of the Operator's Persons.

9. Fares and Concessions

- 9.1 The operator shall be free to increase or decrease the fares in order to reverse the commercial impact of any losses or gains resulting from changes in fuel costs that relate to the operation of the PTS. However, any change in the fares shall be first agreed with the SHG Contract Manager. Such agreement shall not reasonably be withheld.
- 9.2 Concession arrangements shall be as agreed in writing with SHG and will remain in force during the period of the agreement.

- 9.3 The Operator may vary prices for special events which fall outside the agreed timetabled routes shown in **Annex 2**.

10. Shopping/Elderly/Disabled Arrangements

- 10.1 The Operator shall maintain, where practicable, suitable arrangements equivalent to one seat at the front of a bus for shopping – if required or requested. Seats at the front of a bus with easy access to the entry and egress points shall be made available, where practicable, for elderly/disabled on request or if a bus is crowded.
- 10.2 It shall be the driver's responsibility to ensure that elderly/disabled have access to seating if a bus is crowded.

11. Marketing

- 11.1 All reasonable efforts shall be made by the Operator to market the PTS. It shall be the responsibility of the Operator to market the routes to the intended market. Evidence of route, passenger and other marketing initiatives will be required at review meetings.
- 11.2 The Operator shall make the nominated manager and/or other more senior staff available at all reasonable times to participate in public relations activity.

12. Record Keeping

- 12.1 The Operator shall be required to maintain appropriate transport and independent records in relation to route operations.
- 12.2 Route records shall note at minimum the operators' employee, dates and times, number of trips, routes travelled, passengers carried and fares received.
- 12.3 Financial records shall be maintained relating at minimum to the full costs of route operation and all ticket sales and value.
- 12.4 The Operators shall maintain an incident log and shall log on the day, or immediately thereafter, any incident whether related to accidents, health and safety, passenger unruliness and or other issues.
- 12.5 The Operators shall immediately notify the SHG Contract Manager and the Police or other authority in the event of any accident or incident involving actual or potential breach of the peace, or actual or potential threat of injury.
- 12.6 All records shall be maintained for review and for inspection by the SHG Contract Manager at the place of business of the Operator.

13. Termination

- 13.1 This Agreement may be terminated for any reason and without financial consequence by either party by giving the other party three months advance notice in writing.

13.2 This Agreement may be terminated earlier by mutual agreement.

14. PTS Concession Arrangements – Transfer of Obligations

14.1 The PTS concessions shall not be transferable. The PTS concession shall not be applicable to vehicles that have not been inspected and certified for use on the PTS.

15. Force Majeure

15.1 In the event of force majeure preventing either party from discharging their responsibilities under the PTS, SHG shall be entitled to request that alternate arrangements are put in place to safeguard the PTS, but there shall be no unreasonable application of service performance criteria to the detriment of the Operator.

16. Arbitration

16.1 Any dispute, difference or question between the parties to this Agreement with respect to any matter or arising out of or relating to this Agreement which cannot be resolved by negotiation with the Contract Manager and accept insofar as may be otherwise provided in this Agreement shall be referred to Arbitration by a single arbitrator to be appointed by agreement between the parties, and if no such agreement can be reached, by H.E. The Governor.

17. Miscellaneous

17.1 If any provision of this Agreement is found to be to any extent void, voidable, or unenforceable, such provision shall, to that extent, be severable and the parties will be bound by the remainder of this Agreement.

17.2 No omission by SHG to enforce any provision of this Agreement and no allowance of time shall be construed as a waiver of any of its rights under this Agreement.

17.3 No waiver by SHG of any breach of any provision of this Agreement by the Operator shall be deemed a waiver of any subsequent breach and nor shall it affect the other terms of this Agreement.

17.4 The relationship of the Operator to SHG will be that of independent contractor. The Operator will not hold itself out as the agent of SHG and will not have any authority to act on behalf of SHG, to conclude any contracts or incur any obligation or liability on behalf of or binding upon SHG, or to sign any document on SHG's behalf. The Operator will not use the name or marks of SHG in any press release or product advertising, or for any other commercial purpose, without the prior written consent of SHG.

IN WITNESS WHEREOF this Agreement has been signed by the respective parties the day and year first above written.

Signed by: D. Owen

Financial Secretary for and on behalf of the **St Helena Government (SHG)**

In the presence of

[Signature]
Signature of Witness

25/4/14.
Date of signature

Signed by: Joshua

For and on behalf of **Joshua's Taxis**

In the presence of

Joshua
Signature of Witness

25.4.14
Date of signature

Annex 1

Subsidy

A fixed monthly subsidy payment of [REDACTED] shall be paid by SHG to the Operator for the duration of this contract.

Each subsidy payment shall be made monthly in arrears by agreement on presentation of invoice.

Annex 2

Routes and Timetables

Route A		Every day	Every day	Every day	Tue, Thurs, Fri, Sat	Saturday
Depart	Bottom Woods	7.20am	1.50pm	7.50 pm	9.30am	7.00pm
Arr/Dep	Longwood Green	7.22am	1.52pm	7.52 pm	9.32am	7.02pm
Arr/Dep	Deadwood	7.25am	1.55pm	7.55 pm	9.35am	7.05pm
Arr/Dep	Hutts Gate	7.30am	2.00pm	8.00 pm	9.40am	7.10pm
Arr/Dep	Alarm Forest	7.35am	2.05pm	8.05 pm	9.45am	7.15pm
Arr/Dep	Gordon's Post	7.38 am	2.08pm	8.08 pm	9.48am	7.18pm
Arr/Dep	Two Gun Saddle	7.40am	2.10pm	8.10pm	9.50am	7.20pm
Arr/Dep	Corner Wall, the Briars	7.42am	2.12pm	8.12pm	9.52am	7.22pm
Arr/Dep	The Canister	7.45am	2.15pm	8.15pm	9.55am	7.25pm
Arr/Dep	Hospital	7.50am	2.20pm	8.20pm		
Arr/Dep	CCC	7.55am	2.25pm	8.25pm		
Arrive	Sundale	8.00am	2.30pm	8.30pm		
Dep	Sundale	8.05am	2.35pm	8.35pm		
Arr/Dep	CCC	8.10am	2.40pm	8.40pm		

Arr/Dep	Hospital	8.25am	2.55pm	8.55pm		
Arr/Dep	The Canister	8.30am	3.00pm	9.00pm	1.00pm	12 midnight-
Arr/Dep	Corner Wall, the Briars	8.33am	3.03pm	9.03pm	1.03pm	12.03am
Arr/Dep	Two Gun Saddle	8.35am	3.05pm	9.05pm	1.05pm	12.05am
Arr/Dep	Gordons Post	8.38am	3.08pm	9.08pm	1.08pm	12.08am
Arr/Dep	Alarm Forest	8.40am	3.10pm	9.10pm	1.10pm	12.10am
Arr/Dep	Hutts Gate	8.43am	3.13pm	9.13pm	1.13pm	12.13am
Arr/Dep	Deadwood	8.48am	3.18pm	9.18pm	1.18pm	12.18am
Arr/Dep	Longwood Green	8.51am	3.21pm	9.21pm	1.21pm	12.21am
Arrive	Bottom Woods	8.58am	3.38pm	9.28pm	1.28pm	12.28am

Route B		Every Day - note 9:15 service from White Gate to Jamestown does <u>not</u> operate on Sundays	Every Day	Every Day
Depart	White Gate	7.15 am	1.35 pm	7.35 pm
Arr/Dep	Scotland	7.20 am	1.40 pm	7.40 pm
Arr/Dep	Rosemary Plain	7.30 am	1.45 pm	7.45 pm
Arr/Dep	Cleughs Plain	7.35 am	1.55 pm	7.55 pm
Arr/Dep	New Ground/ Sapper way	7.40 am	2.05 pm	8.05 pm
Arr/Dep	RedHill	7.42 am	2.10 pm	8.10 pm
Arr/Dep	Whitewall	7.45 am	2.15 pm	8.15 pm
Arr/Dep	CCC	7.48 am	2.25 pm	8.25 pm
Arr/Dep	Hospital	8.00 am	2.30 pm	8.30pm
Arr	Jamestown- Grand Parade	8.05 am	2.40 pm	8.40 pm
Dep	Jamestown-Grand Parade	8.30 am	3.00 pm	9.00 pm
Arr/Dep	Hospital	8.35 am	3.05 pm	9.05 pm
Arr/Dep	CCC	8.40 am**	3.10 pm**	9.10 pm**
Arr/Dep	Whitewall	8.45 am	3.20 pm	9.20 pm
Arr/Dep	RedHill	8.50 am	3.25 pm	9.25pm
Arr/Dep	New Ground/Sapper way	8.55 am	3.30 pm	9.30 pm

Arr/Dep	Cleughs Plain	9.00 am		3.40 pm		9.40 pm
Arr/Dep	Rosemary Plain	9.05 am		3.50 pm		9.50 pm
Arr/Dep	Thompson's Hill	-	9.10 am	-	3.55pm	-
Arr/Dep	Scotland	9.10 am	9.20am*	3.55 pm	4.05pm*	9.55 pm
Arr/Dep	White Gate	9.15 am	9.25am*	4.00 pm	4.10pm*	10.00 pm
Arr/Dep	RedHill	9.20am	9.30am*			
Arr/Dep	Whitewall	9.23am	9.33am*			
Arr/Dep	HTH Clinic	9.25am	9.35am*			
Arr/Dep	CCC	9.30am	9.40am*			
Arr/Dep	Three Tanks	9.32am	9.42am*			
Arr/Dep	Ladder Hill	9.35am	9.45am*			
Arrive	Jamestown-Grand Parade	9.40am	9.50am*			

- Time alters on Thursdays only as bus travels to Thompson's Hill on these days.

****PLEASE NOTE, BUS TERMINATES AT CCC AT THESE TIMES ON WEDNESDAYS**

Route C		Every day (except Weds and Sunday)
Jamestown to White Gate via New Ground		
Depart	Jamestown-Grand Parade	12 noon
Arr/Dep	Ladder Hill	12.05pm
Arr/Dep	Nr Three Tanks	12.08pm
Arr/Dep	HTH Community Centre	12.10pm
Arr/Dep	HTH Clinic	12.12pm
Arr/Dep	White Wall	12.15pm
Arr/Dep	New Ground	12.20pm
Arr/Dep	Cleugh's Plain	12.25pm
Arr/Dep	Rosemary Plain	12.35pm
Arr/Dep	Scotland	12.40pm
Arrive	White Gate	12.45pm

Route G		Thursday, Friday & Saturday
Depart	The Flagg, Levelwood	9.30am
Arr/Dep	Silver Hill	9.35am
Arr/Dep	Hutts Gate	9.40am
Arr/Dep	Alarm Forest	9.45am
Arr/Dep	Gordon's Post	9.48am
Arr/Dep	Two Gun Saddle	9.50am

Arr/Dep	Corner Wall the Briars	9.52am
Arrive	Jamestown - Grand Parade	9.57am
Depart	Jamestown - Grand Parade	1pm
Arr/Dep	Corner Wall the Briars	1.05pm
Arr/Dep	Two Gun Saddle	1.07pm
Arr/Dep	Gordon's Post	1.09pm
Arr/Dep	Alarm Forest	1.12pm
Arr/Dep	Hutts Gate	1.17pm
Arr/Dep	Silver Hill	1.22pm
Arrive	The Flagg, Levelwood	1.27pm

Annex 3

Fare Pricing

Fares to apply from 1 April 2014 are as shown below:

Routes A & B for Home to Duty Shift Users (monthly ticket cost):

From	To	Fare (£)
Levelwood	Jamestown/CCC	32
Levelwood	Barnview	28
Longwood	Jamestown/CCC	28
Alarm Forest/Gordon's Post	Jamestown	25
Alarm Forest/Gordon's Post	CCC	28
Briars	Jamestown	21
Briars	CCC	24
Jamestown	CCC	21
Jamestown	Army Hall	24
Jamestown	White Wall/Halfway/New Ground	25
Jamestown	Cleughs Plain	26
Jamestown	Rosemary Plain	28
Jamestown	White/Gate Scotland	30
CCC	Army Hall	15
CCC	White Wall/ Half way/ New Ground	21
CCC	Cleughs Plain	22
CCC	Rosemary Plain	24
CCC	White Gate/Scotland	26

Routes A, B, C and G for public users:

Short journeys (0-3 miles) = £0.75

Medium journeys (3-6 miles) = £1.25

Long journeys (6+ miles) = £2.00

Return fare = 2 single fares

Children under 10 = half price

Annex 4

Sample Record Format

Sample Route Record Sheet (for each trip)

Day, Date and Time

Route/Start and Finish

Ticket sales

Number

Sample Monthly Management Information Requirements

Revenues Received from monthly ticket holders (shift workers)

Revenues received from ticket sales to the general public

Vehicle fuel and maintenance costs

All other costs associated with the provision of the service, such as wages, cleaning, advertising etc

Sample Incident Log (also Health and Safety Log)

Route

Day, Date and Time

Driver and Vehicle

Where incident occurred

Incident

Second and Third Parties involved

Comments