

THIS AGREEMENT is made on the 1st day of September 2009

BETWEEN:

Those persons whose names and registered offices or addresses are set out in Schedule 1 and those persons who subsequently accede to the terms of this Agreement in accordance with the provisions of Clause 12 ("**the Participating Operators**").

BACKGROUND

- (A) Bath and North East Somerset Council ("the Council") is the Local Transport Authority responsible for the Area of Validity and has made a Ticketing Scheme ("the Scheme") under the terms of Sections 135-138 of the Transport Act 2000 (as amended). The Scheme was made on the 4th July 2009 and a notice to this effect published on the 9th July 2009.
- (B) Operators of local services are required to make and implement arrangements under which persons may purchase the tickets covered by the scheme. This Agreement is intended to record and document those arrangements required to implement the scheme.
- (C) The Participating Operators intend for this Agreement to comply with the terms of the Competition Act 1998 (Public Transport Ticketing Schemes Block Exemption) Order 2001 (as amended) (the "**Block Exemption**").

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words shall, unless the context otherwise requires, have the following meanings:

"Area of Validity" means the area represented geographically in Schedule 3;

"Block Exemption"	means the Competition Act 1998 (Public Transport Ticketing Schemes Block Exemption) Order 2001, SI2001/319; as amended by the Competition Act 1998 (Public Transport Ticketing Schemes Block Exemption) (Amendment) Order 2005 (SI2005/3347).
"Business Day"	means in relation to the United Kingdom, any day except a Saturday, Sunday and Public/Bank Holidays.
"Bus Service"	has the meaning given to it in the Block Exemption;
"Commencement Date of the Scheme"	means: <ul style="list-style-type: none"> (a) in respect of the original parties to this Agreement, the date specified in Schedule 1; and (b) in respect of any new Operators joining the Scheme, the date determined in accordance with clause 12.3;
"Council"	means the Bath and North East Somerset Council which is the Local Transport Authority for the Area of Validity
"Deed of Adherence"	means a deed entered into by any Operator joining the Scheme substantially in the form set out in Schedule 7;
"Local Public Transport Services"	has the meaning given to it in the Block Exemption;

"Local Transport Authority"	has the meaning given to it in section 108 of the Transport Act 2000;
"Management Committee"	means a body established and operated in accordance with clause 3;
"Market Share"	has the meaning set out in clause 7;
"Multi Operator Travelcard" (MTC)	has the meaning given to it in the Block Exemption and includes any of the multi operator travel cards available through the Scheme set out in Schedule 8.
"Operator"	means an undertaking supplying Local Public Transport Services;
"Participating Operator"	means each of the Operators who are party to this Agreement;
"Scheme"	has the meaning given to it in Recital (A) above;
"Scheme Administrator"	means someone employed by the Management Committee, who will carry out any necessary administration of the Scheme, as agreed or such other person as is agreed in writing by each of the Participating Operators;
"Specified Services"	means all the Local Public Transport Services of each Participating Operator with at least two stopping places in the Area of Validity which shall be included in the Scheme except for those listed in Schedule 4;

"Traffic Commissioner" means the Traffic Commissioner for the Western Traffic Area Office

"Withdrawing Operator" means a Participating Operator who withdraws from the agreement in accordance with section 13.3.

1.2 In this Agreement and the Schedules, unless the context otherwise requires:

- (a) the headings in this Agreement are for convenience only and shall not affect its interpretation;
- (b) references to a clause, Schedule or paragraph are to a clause in or a Schedule to this Agreement or a paragraph of such a Schedule;
- (c) the Schedules to this Agreement shall have the same effect as if contained in the body of the Agreement, and any reference to this Agreement shall include the Schedules. If there is a conflict between the terms of this Agreement and any terms set out in a Schedule, the terms of this Agreement shall prevail;
- (d) any reference in this Agreement to any statute shall include references to any statutory modification or consolidation of it or any re-enactment that supersedes it from time to time, and to any regulation or subordinate legislation made under it (or under such a modification, consolidation or re-enactment);
- (e) reference to the plural shall include the singular and vice versa, and reference to one gender includes reference to all genders. Any reference to a person shall be to all legal persons of whatever kind and shall include incorporated and unincorporated persons.

2 THE SCHEME

- 2.1 This Agreement shall come into effect on the date written at the head of this Agreement and shall continue in force until being terminated in accordance with its terms.

3 MANAGEMENT COMMITTEE

- 3.1 A Management Committee will be established to run the Scheme in accordance with this clause 3.
- 3.2 The Management Committee will consist of representatives of the Participating Operators and the Council, in accordance with Schedule 2.
- 3.3 Each representative on the Management Committee shall have one equal vote. The Council's representative shall chair the Management Committee.
- 3.4 Each Participating Operator (or group of Participating Operators) shall be responsible for electing its (or their) representative. A Participating Operator (or group of Participating Operators) can change its (or their) elected representative at any time. Any representative attending meetings of the Management Committee will be deemed validly appointed by its (or their) Participating Operator(s).
- 3.5 (a) The quorum for a Management Committee meeting will be 3, comprising of at least 1 representative from each of clauses (1), (2), and (3) in Schedule 2.
- (b) If a quorum is not present within 30 minutes of the scheduled time for the meeting, the meeting will be rescheduled for a date and time set by the Chair. The quorum for the re-scheduled meeting will be any 3 representatives.
- 3.6 All decisions of the Management Committee will be by majority vote.

4 SCHEME ADMINISTRATOR

- 4.1 The Management Committee shall appoint a Scheme Administrator who shall be responsible for the administration and operation of the Scheme. The Management Committee will notify the other Participating Operators the name of, position, and contact details of the person appointed as Scheme Administrator.
- 4.2 The Scheme Administrator agrees that all information provided to it will be used solely for purposes associated with the administration and operation of the Scheme and will remain confidential to the Scheme Administrator.
- 4.3 The Scheme Administrator will be responsible for publishing a notice informing the public of changes to the Participating Operators in the Scheme:
- (a) in the case of termination of the Scheme under clause 13.2
 - (b) in the case of withdrawal of a Participating Operator under clause 13.3
- 4.4 The Scheme Administrator will be responsible for the calculation of Operator market share within the Area of Validity in line with clause 7 below.
- 4.5 The Scheme Administrator will be responsible for the calculation of Operator revenues from the Scheme in accordance with clause 6 and schedule 6 of this Agreement.
- 4.6 The Scheme Administrator may recover from the revenues of the scheme such reasonable costs as are necessary to support the scheme in accordance with Clause 8. Charges raised by the Scheme Administrator will be subject to approval by the Management Committee.
- 4.7 Where a Participating Operator commits any material breach of this Agreement, the Scheme Administrator shall serve a notice on the Operator requesting the same to be remedied within 28 days of the date of the notice. Where the Participating Operator fails to remedy such

breach the Scheme Administrator shall report the circumstances to the Traffic Commissioner for further action.

5 PRICING

- 5.1 The Management Committee shall from time to time agree the price to be charged for each MTC for each period of validity identified in Schedule 8.
- 5.2 All Participating Operators shall sell each MTC at the same agreed price and no Participating Operator shall sell any MTC at a discounted price or in conjunction with any other offer which confers a price benefit or incentive.

6 REVENUE

- 6.1 Each Participating Operator shall keep records of all revenue collected from sales of each MTC defined in Schedule 8.
- 6.2 Each Participating Operator shall provide this information to the Scheme Administrator every three months.
- 6.3 The revenue will be distributed between operators according to Schedule 6.

7 MARKET SHARE CALCULATION

- 7.1 The Market Share of each Participating Operator will be determined by the Scheme Administrator at each of the following times:
 - (a) within 7 days of the Commencement Date of the Scheme as defined in Schedule 1;
 - (b) within 7 days of the Commencement Date of the Scheme as defined in clause 12.3;
 - (c) within 7 days of the expiration of the date of termination under clause 13.2; and

- (d) on each anniversary of the Scheme.
- 7.2 The Scheme Administrator is not required to calculate market share under clause 7.1(d), if the Management Committee agrees that the changes to the market shares of the Participating Operators since the previous calculation are likely to be immaterial.
- 7.3 Except as adjusted by 7.4 below, the Market Share will be calculated based on the proportion, within the Area of Validity, of registered mileage of the Participating Operator's Specified Services out of the total registered mileage of all Participating Operators' Specified Services.
- 7.4 For valid local journeys on services listed in Schedule 7 that are otherwise excluded from the scheme the Market Share on these services shall be established by surveys undertaken within six months of the commencement of the scheme and thereafter by annual survey.
- 7.5 Each Participating Operator will provide the Scheme Administrator with details of its registered mileage in the Area of Validity
 - (a) on entering into this Agreement either directly or by Deed of Adherence
 - (b) within 7 days of receiving a request to do so.
- 7.6 If any Participating Operator fails to provide the Scheme Administrator with its registered mileage information in accordance with clause 7.4, the Scheme Administrator may calculate that Participating Operator's Market Share based on an estimate of registered mileage.
- 7.7 The Scheme Administrator will notify each Participating Operator of its own Market Share within 7 days of the calculation being made under clause 7.1. The Scheme Administrator will not notify any Participating Operator of the Market Share of any other Participating Operator.
- 7.8 The Market Shares calculated under clause 7.1 will take effect under this Agreement from the date the Market Shares are notified to the Participating Operators.

8 COSTS AND EXPENSES OF SCHEME

- 8.1 The Scheme Administrator will agree with the Management Committee the administrative costs to be charged against the revenues of the scheme.
- 8.2 The Scheme Administrator may retain such agreed costs from revenue to be redistributed under the terms of Schedule 6. The agreed costs to each Participating Operator will be in proportion to the market share of the Operator.

9 EXCHANGE OF INFORMATION

- 9.1 Each Participating Operator shall provide to the Scheme Administrator the information specified in Schedule 5 in respect of its Specified Services:
- (a) on entering into this Agreement either directly or by Deed of Adherence; and
 - (b) at the same time as registered mileage information is provided under clause 7.4.
- 9.2 In complying with its obligations under this clause 9, no Participating Operator shall disclose to any other party any information pursuant to this Agreement other than information which is directly related and indispensable to the operation of the Scheme.

10 GENERAL OBLIGATIONS

- 10.1 Each Participating Operator undertakes to each other as follows:
- (b) to accept valid MTCs at all times on its Specified Services;
 - (c) to offer for sale MTCs as specified in Schedule 8
 - (d) to promote the benefits of the Scheme to the public;

- (e) at all times to insure and maintain insurance to cover its liabilities (including without limitation the indemnity contained in clause 16) under this Agreement (howsoever arising);
- (f) to observe and perform all or any of the obligations and undertakings imposed upon it under the terms of this Agreement;
- (g) to take all reasonable care in the operation of the Specified Services and to ensure the safety of passengers; and
- (h) to comply with, and in particular operate the Specified Services in accordance with, public transport and general legislation and the relevant particulars registered with the Traffic Commissioner.

11 COMPLIANCE WITH COMPETITION LAW

11.1 Nothing in this Agreement shall have the object or effect of directly or indirectly:

- (i) limiting the variety or number of routes on which any Participating Operator provides or may provide Local Public Transport Services; or
- (ii) limiting the frequency or timing of any Local Public Transport Services operated by any Participating Operator; or
- (iii) limiting the freedom of Participating Operators to set the price or availability of, any single or return ticket entitling the holder to make a journey solely on its own Local Public Transport Services; or
- (iv) limiting the freedom of Participating Operators to undertake promotions or set prices for single or multiple journeys on a specific route or service; or
- (v) facilitating an exchange of information between the Participating Operators other than information which is

directly related and indispensable to the effective operation of the Scheme. The Participating Operators agree that the only information to be exchanged is the Specified Services information in accordance with clauses 7 and 9.

12 ADMISSION OF NEW PARTICIPATING OPERATORS

12.2 Any Operator who proposes to operate Local Public Transport Services in the Area of Validity who is not a party to this Agreement will be required to apply to join the Scheme by:

- (a) executing and delivering a Deed of Adherence to the Scheme Administrator; and
- (b) in accordance with the terms of this Agreement, supplying the Scheme Administrator with the information required by clauses 7 and 9.

12.3 In accordance with the Block Exemption the Management Committee may refuse to allow an Operator to join the Scheme if there are objective, transparent and non-discriminatory reasons for doing so, and the Scheme Administrator notifies the Operator of those reasons within 7 days of receipt of both the Deed of Adherence and the information required to be provided under clauses 7 and 9. For the avoidance of doubt, the Management Committee may refuse to allow an Operator to join the Scheme if the Operator does not provide any Specified Services at the date of execution of the Deed of Adherence.

12.4 The Commencement Date of the Scheme in respect of any new Operator joining the Scheme under this clause 12 will be 7 days after delivery of both the executed Deed of Adherence and the information required to be provided under clauses 7 and 9.

12.5 The Scheme Administrator shall keep all parties to this Agreement informed of the identity of any Operator that becomes a party to this Agreement pursuant to clause 12 or that ceases to be a party to this Agreement under clause 13.

- 12.6 If the Scheme Administrator becomes aware of any Local Public Transport Services that are run by an Operator who is not a party to this Agreement, then the Scheme Administrator will endeavour to secure the adherence of that Operator to the Agreement, and failing that may report the Operator to the Traffic Commissioner for further action.

13 TERMINATION

- 13.1 No Participating Operator may withdraw from the Scheme or the Agreement except as set out in this Agreement.
- 13.2 The Local Transport Authority may vary or revoke the Scheme in accordance with sections 136 and 137 of the Transport Act 2000. In the event of Termination of the scheme the Agreement shall end on the date of termination of the Scheme.
- 13.3 A Participating Operator shall withdraw from the Agreement in the event of:
- (a) the Participating Operator ceasing to carry on any Local Public Transport Services operating within the Area of Validity; or
 - (b) the Participating Operator, its directors, shareholders or creditors taking or becoming entitled to take steps to institute formal insolvency proceedings with respect to the Operator of a type provided for by the Insolvency Act 1986 (or any similar or analogous legislation, whether under English law or otherwise), including without limitation administration, liquidation, administrative receivership, receivership, voluntary arrangement, scheme of arrangement or bankruptcy, or if that Participating Operator is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.
- 13.4 The termination of this Agreement under this clause 13 shall be without prejudice to any obligations or rights of any Participating Operator which have accrued prior to such termination or withdrawal and shall not affect any provision of this Agreement which is expressly or by implication

provided to come into effect on or continue in effect after such termination or withdrawal.

14 CONSEQUENCES OF WITHDRAWAL OR TERMINATION

- 14.1 If this Agreement is terminated under clause 13.2 the Participating Operators shall be entitled to a redistribution of revenue calculated in accordance with Schedule 6 in respect of revenue attributable to sales made until cessation of the Scheme.
- 14.2 A Withdrawing Operator shall be entitled to a redistribution of revenue calculated in accordance with Schedule 6 in respect of revenue attributable to sales of MTCs made prior to the date of withdrawal.
- 14.3 A Withdrawing Operator agrees from the date of withdrawal to immediately cease offering for sale any MTCs.

15 LIABILITY

- 15.1 Each Participating Operator shall be solely liable for, and shall indemnify each other Participating Operator in respect of, any liability, loss, damage, claims or proceedings whatsoever arising under any statute or at common law in respect of damage to property or personal injury or the death of any person (including without limitation the carriage of any passengers) arising out of or in the course of or caused by the performance or non-performance by such Participating Operator of his obligations under this Agreement, unless due to any act or neglect of any other Participating Operator or any person for whom they are responsible.
- 15.2 The liability of each Participating Operator to third parties will be governed by statute or common law as limited by each Participating Operator's Conditions of Carriage or such other contract as is in place between the Participating Operator and such third parties. No Participating Operator shall have any liability to any other Participating Operator for any breach of any Conditions of Carriage.

- 15.3 No Participating Operator shall be liable in any circumstances for any indirect, special or consequential loss (including loss of anticipated profits or business, damage to goodwill or third party claims) howsoever arising either from breach or non-performance of any of its obligations under this Agreement, or from its withdrawal from the Scheme or termination of the Agreement.

16 GENERAL

- 16.1 The failure or delay by any party in any one or more instances to insist upon strict performance or observance of any one or more of the terms of this Agreement or to exercise any remedy, privilege or right under this Agreement shall not be construed as a waiver of any future breach or right to enforcement of such terms or to exercise such remedy, privilege or right.
- 16.2 No party may assign or charge any of its rights or the benefit of all or part of this Agreement or transfer, delegate or sub-contract any of its duties or obligations without the prior written consent of the other Participating Operators (such consent not to be unreasonably conditioned, withheld or delayed).
- 16.3 Nothing in this Agreement shall be deemed to constitute a partnership or joint venture or relationship of employment between the parties nor constitute any party the agent of the other.
- 16.4 If a provision of this Agreement is declared illegal, invalid or unenforceable in whole or in part, for any reason whatsoever by any competent tribunal or authority, such provision or part thereof shall be divisible from this Agreement and shall be deemed deleted from this Agreement insofar as the continued operation of this Agreement is concerned provided always that the parties shall negotiate in good faith to agree a valid and enforceable term in substitution.
- 16.5 This Agreement, including its Schedules, sets out the entire agreement between the parties in connection with its subject matter and supersedes

all prior oral or written agreements, arrangements or understandings between them. This Agreement may only be varied in writing.

- 16.6 (a) Any notice or other communication to be given by a Participating Operator under this Agreement shall be given to the Scheme Administrator and any notice or other communication to be given by the Scheme Administrator to any other Participating Operator shall be given at their respective addresses set out in Schedule 1 (unless otherwise notified to the other parties);
- (b) Any notice or other communication (including a Deed of Adherence) given by any party shall be deemed to have been received:
- i. in the case of a notice given by hand, at the time of day of actual delivery
 - ii. if sent by fax, with a confirmed receipt of transmission of all pages from the receiving machine, on the day on which transmitted; and
 - iii. if posted, by 10am on the second Business Day following the day on which it was despatched by first class mail postage prepaid provided that a notice given in accordance with the above but received on a day which is not a Business Day or after normal business hours in the place of receipt shall be deemed to have been received on the next Business Day.
 - iv. If sent by e-mail, on the first Business Day following the day on which it was sent.
- 16.7 (a) In the event of any dispute arising out of or in connection with this Agreement, the parties will in good faith refer that dispute to the Management Committee.
- (b) If the matter has not been resolved by the Management Committee within 56 days of the referral pursuant to paragraph (a) above, the parties will be free to pursue their remedies without further reference to this clause.

- 16.8 For the purpose of section 1(2) of the Contracts (Rights of the Third Parties) Act 1999 (the "**1999 Act**") the parties state that they do not intend any term of this Agreement to be enforced by any third parties except that any passenger holding a valid MTC for use in the Area of Validity may enforce their right to use that MTC. Any third party right which exists or is available independently of the 1999 Act is preserved.
- 16.9 The validity, construction and performance of this Agreement shall be governed by English law.
- 16.10 Any claim, dispute or difference arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts to which each of the parties irrevocably agrees to submit.

17 EXECUTION

- 17.1 This Agreement may be executed on a separate counterpart for each party which documents when taken together shall constitute one original.

This Agreement is executed as a deed and delivered on the date stated at the beginning of this deed

EXECUTED as a deed in
the name of and on behalf of
Company Name
acting by two authorised
signatories or by a director
of the company in the
presence of a witness
who attests the signature

Authorised Signatory

Witnessed by

Authorised Signatory

Schedule 1

Commencement Date and Participating Operators

Commencement Date of the Scheme: 4th October 2009

Participating Operators:

Name and (if relevant) Company Number	Registered Office/Address
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Schedule 2

Participating Operator representation on Management Committee

The entitlement to representation on the Management Committee shall be based on the following criteria:

- (1) For the Council, one representative who will Chair the Committee
- (2) For any Participating Operator having a Market Share of greater than 50% within the Area of Validity, 2 representatives
- (3) For all other Participating Operators each having a Market Share of less than 50% within the Area of Validity, collectively 2 representatives

Each representative shall have one equal vote. One vote from an operator in (2) above may be cast *in absentia*.

Area of Validity

The scheme will apply in the area of the following wards and parishes in Bath and North East Somerset:

Abbey	Lambridge	Odd Down	Walcot
Bathwick	Lansdown	Oldfield	Westmoreland
Combe Down	Lyncombe	Southdown	Weston
Kingsmead	Newbridge	Twerton	Widcombe
Bathampton	Batheaston	Bathford	Newton St Loe

and will also include:

The area of the parish of Southstoke extending from the parish boundary with Combe Down ward along Midford Road to the bus stop outside nos.173/175

The area of the parish of Monkton Combe extending from the parish boundary with Combe Down ward and covering the premises of Ralph Allen School.

Schedule 3

Local Public Transport Services excluded from the Scheme

Operator	Service No.	Principal places served
	19	Bath University Park & Ride
	21	Newbridge Park & Ride
	31	Lansdown Park & Ride (except local journeys not charged at standard P&R rate)
	41	Odd Down Park & Ride
	42	Odd Down Park & Ride, RUH
	City Tour	(except local journeys that do not offer live or recorded commentary)
	Skyline Tour	(except local journeys that do not offer live or recorded commentary)
	various	Bath Bus Station

Schedule 4

Specified Services information

Operator	Service No.	Principal places served

Schedule 5

Revenue Redistribution

1. Total revenue from the Scheme will be reported by Participating Operators to the Scheme Administrator in accordance with clause 6 of the Agreement.
2. The Management Committee may agree that revenue from the sales of any of the MTCs in Schedule 8 shall not be redistributed but shall lie where it falls.
3. The Management Committee may agree that revenue from the sales of any of the MTCs in Schedule 8 shall be redistributed. In these cases then:
 - a. For each three month period revenue from the Scheme will be shared amongst Participating Operators in proportion to the market share of each Participating Operator at the commencement of that period. Market share will be as defined in Clause 7.
 - b. The Scheme Administrator will request payments from each Participating Operator to the extent that revenue collected by the Operator in any three month period exceeds the proportion of revenue due to that Operator from the market share calculation.
 - c. The Scheme Administrator will pool receipts from Participating Operators and redistribute the same to Participating Operators to the extent that the proportion of revenue due to each Operator from the market share calculation exceeds the revenue collected by that Operator.

Schedule 6

Deed of Adherence

THIS DEED OF ADHERENCE is made the _____ day of _____
by _____

of _____

(hereinafter called the "**Covenantor**").

SUPPLEMENTAL to a travel card agreement dated the _____ 20____
made between (1) the persons names in Schedule 1 hereto and (2) persons
who subsequently accede to the deed (the "**Agreement**")

WITNESSETH as follows:

- 1 In this Deed words and expressions defined in the Agreement shall have the same meaning herein.
- 2 The Covenantor becomes a Participating Operator for the purposes of the Agreement from the Commencement Date of the Scheme.
- 3 The Covenantor hereby confirms that it has been supplied with a copy of the Agreement and hereby covenants with each of the Participating Operators to observe, perform and be bound by all the terms of the Agreement which are capable of applying to the Covenantor and which have not been performed at the date hereof to the intent and effect that the Covenantor shall be deemed with effect from the date of this Deed to be a party to the Agreement.

- 4 The Covenantor covenants separately with each person who is or becomes a Participating Operator that it will indemnify each of them and keep them fully indemnified against all liabilities, costs, claims, demands and expenses arising out of or in connection with the death or injury to any person or loss of or damage to any property to the extent that such death, injury, loss or damage is attributable to the acts or omissions of the Covenantor, and its employees, agents or sub-contractors.

- 5 For the purpose of section 1(2) of the Contracts (Rights of the Third Parties) Act 1999 (the "**1999 Act**") the parties state that they do not intend any term of this Deed to be enforced by any third parties and the parties agree that any third party right which exists or is available independently of the 1999 Act is preserved.

- 6 This Deed shall be governed by and construed in accordance with the laws of England.

EXECUTED as a deed this day and year first before written.

EXECUTED as a deed and)

DELIVERED by two)

Officers of the Covenantor)

Director:

Director/Secretary:

Schedule 7

MTCs

<u>Name</u>	<u>Eligibility</u>	<u>Period of Validity</u>	<u>Mode</u>	<u>Type</u>	<u>Notes</u>
BathRider	Adult	Day	Bus	MTC	
BathRider	Student	Day	Bus	MTC	To include University and FE College students and young persons age 16-19 years in full time education Proof of eligibility may be required
BathRider	Child	Day	Bus	MTC	Proof of eligibility may be required

BathRider	Adult	Week	Bus	MTC	
BathRider	Student	Week	Bus	MTC	To include University and FE College students and young persons age 16-19 years in full time education Proof of eligibility may be required
BathRider	Child	Week	Bus	MTC	Proof of eligibility may be required