Shan Morgan
Secretary signs
Ysgrifennydd Parhaol

Llywodraeth Cymru
Welsh Government

Nick Ramsay AC
Y Pwyllgor Cyfrifon Cyhoeddus
Cynulliad Cenedlaethol Cymru
Bae Caerdydd
CF99 1NA

Awst 2017

Annwyl Cadeiryddd,

Ysgrifennaf atoch mewn ymateb i waith craffu'r Pwyllgor ar Gyfrifon Blynyddol 2015-16 Llywodraeth Cymru, ac yn benodol mewn perthynas ag Argymhelliad 12:

Mae'r Pwyllgor yn argymell bod Llywodraeth Cymru yn rhoi diweddariad cyn craffu ar gyfrifon y flwyddyn nesaf ar fanylion y trefniadau a roddwyd ar waith i gryfhau'r system o ran gweinyddu taliadau teithio rhatach.

Derbyniwyd yr Argymhelliad fel a ganlyn:

Mae Llywodraeth Cymru yn olrhain gwelliannau i'r broses a'r trefniadau rheoli a roddwyd ar waith mewn perthynas â thocynnau teithio rhatach. Bydd Llywodraeth Cymru yn rhoi'r wybodaeth ddiweddaraf i'r Pwyllgor Cyfrifon Cyhoeddus y tro nesaf y bydd yn ystyried materion cyfrifyddu, cyn craffu ar gyfrifon 2016-17, neu yn unol â chais y Pwyllgor Cyfrifon Cyhoeddus.

Bydd y Cyfrifon Blynyddol ar gyfer 2016-17 yn cael eu cyhoeddi cyn bo hir. Gweler isod ymateb i argymhelliad y Pwyllgor. Rwy'n gobeithio y bydd y gronoleg a ddarperir hefyd yn mynd i'r afael â'r cwestiynau a godwyd mewn perthynas ag adroddiad ATCO 2012 ar ardal Gwynedd, a godwyd gan Lee Waters AC yn dilyn sesiwn ymadael fy rhagflaenydd ym mis Tachwedd y llynedd.

Crynodeb o weithrediad y cynllun

Mae adran 93 o Ddeddf Trafnidiaeth 1985 yn gwneud awdurdodau lleol yn gyfrifol am weinyddu cynlluniau teithio rhatach, gan gynnwys ad-dalu gweithredwyr bysiau. Cyflwynwyd cynllun tocynnau teithio rhatach gorfodol Llywodraeth Cymru ar gyfer bysiau yn 2002. Mae'r cynllun gorfodol yn berthnasol drwy gydol y dydd i unrhyw wasanaeth bws lleol sy'n gweithredu. Mae'n rhaid i'r awdurdodau lleol sicrhau nad yw'r gweithredwyr bysiau hynny yn ddim gwell na gwaeth eu byd. Mae awdurdodau lleol yn derbyn anfonebau'r cwmnïau bysiau ac mae rheidrwydd arnynt i'w gwirio. Yna bydd yr awdurdodau'n talu'r anfonebau hynny ac yn hawlio'r symiau hynny yn ôl gan Lywodraeth Cymru.

Yn ystod oes y cynllun, mae Llywodraeth Cymru wedi cychwyn adolygiadau o'r fformiwla y mae awdurdodau lleol yn ei defnyddio i gyfrifo'r ad-daliad y mae'n rhaid iddynt ei dalu i weithredwyr gwasanaethau bysiau. Nid honiadau o dwyll a oedd yn gyfrifol am ysgogi'r adolygiadau hynny. Yn hytrach roeddent yn rhan o broses gadarnhau bod awdurdodau lleol yn parhau i gydymffurfio â'u dyletswydd i sicrhau nad yw'r gweithredwyr yn ddim gwell na gwaeth eu byd, a diogelu arian cyhoeddus.

Er gwybodaeth, mae'r fformiwla fel a ganlyn:

£	=	Nifer y teithiau	x	Tocyn Teithio Rhatach Cynrychioliadol	x	Cyfradd Ad-dalu

Nifer y teithiau yw'r rhai a gofnodir yn electronig neu â llaw bob tro y bydd deiliad cerdyn teithio yn mynd ar daith. Mae'r Tocyn Teithio Rhatach Cynrychioliadol yn adlewyrchu'r hyn y byddai'n rhaid i ddeiliad y cerdyn ei dalu fel arall, ac mae'r Gyfradd Ad-dalu yn ystyried y teithiau a gynhyrchir a chostau ychwanegol i'r gweithredwr.

Cronoleg

Yn ystod 2011, aeth sibrydion ar led ynghylch anghysondebau posibl mewn hawliadau yn ardal Gwynedd. Cychwynnodd Llywodraeth Cymru adolygiad gan y Gymdeithas Swyddogion Cydlynu Trafnidiaeth (awdurdodau cyhoeddus) (ATCO), a gwblhawyd ym mis Tachwedd 2012. Daeth yr adroddiad i'r casgliad nad oedd digon o ddata sylfaen i ddod i unrhyw gasgliad pendant bod y Tocynnau Teithio Rhatach Cynrychioliadol a ddefnyddiwyd gan Gyngor Gwynedd yn adlewyrchiad gwir a chywir o'r prisiau a godwyd ym mis Medi 2009. Argymhellwyd y dylid gwneud rhagor o waith archwilio, fodd bynnag cydnabuwyd y byddai angen darparu data sylfaen llawn er mwyn cynnal archwiliad manwl. Nid oedd y data angenrheidiol, na'r dechnoleg sydd ei hangen i'w dadansoddi, ar gael ar y pryd. Atgoffwyd yr awdurdodau lleol o'u cyfrifoldebau yn 2013, ond nid oedd

Parc Cathays • Cathays Park
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CF10 3NQ

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modd cymryd unrhyw gamau cyfreithiol penodol oherwydd na chanfuwyd tystiolaeth bendant o dwyll.

Yng ngwanwyn 2014 darganfu swyddogion achosion posibl o 'ddefnydd gormodol' o gerdyn teithio, ac yn dilyn ymchwiliadau pellach canfuwyd nad oedd hwn yn ddigwyddiad unigryw. Fodd bynnag, nid oedd yn bosibl mynd ar drywydd hyn ymhellach oherwydd cyfyngiadau'r systemau data a oedd ar gael ar y pryd. Yn ystod haf 2014 comisiynwyd offeryn dadansoddi a chymerodd hwnnw rhyw bedwar mis i'w ddatblygu. Yna penodwyd swyddog pwrpasol i oruchwylio'r gwaith hwn, gan ganiatáu inni fonitro a herio lefelau defnydd y tocynnau teithio rhatach.

Comisiynwyd dilysiad annibynnol o'r negeseuon data rhwng peiriant y bws a'r system swyddfa gefn ac adroddwyd bod y cywirdeb rhwng y systemau yn ddim llai na 98%+ (ac yn y rhan fwyaf o achosion 100%). Caniataodd yr offeryn dadansoddol i swyddogion ofyn rhagor o gwestiynau ar sail y data ac roedd yn golygu y gallem adnabod y defnydd o gardiau teithio o fewn eiliadau. Defnyddiwyd yr offeryn dadansoddol i ddarparu data fel rhan o ymchwiliad yr heddlu i Padarn Bus ac mae wedi bod yn allweddol i wneud gwaith pellach i gryfhau mesurau a rheolaethau atal twyll a ddisgrifir isod.

Gwaith Archwilio Mewnol a mesurau i wella atal twyll ymhellach

Ar ôl dechrau ar ei swydd ym mis Rhagfyr 2015, cychwynnodd Dirprwy Gyfarwyddwr yr Is-adran Rheoli'r Rhwydwaith adolygiad archwilio mewnol o'r cynllun teithio rhatach ar fysiau, a ddechreuodd ym mis Ebrill 2016 - y trydydd archwiliad o'r fath. Ar ddiwedd mis Hydref 2016, daeth archwiliad y Gwasanaethau Archwilio Mewnol o'r cynllun i ben. Mae'r holl gamau rheoli wedi cael eu rhoi ar waith, ac eithrio'r llythyr 'cynnig grant' cryfach i Brif Weithredwyr awdurdodau lleol ar gyfer 2016-17 - ni roddwyd hyn ar waith gan yr ystyriwyd ei bod yn rhy hwyr yn y flwyddyn i lythyr o'r fath gael effaith. Cyhoeddwyd 'cynnig grant' cryfach ar gyfer 2017-18 a gofynnwyd i bob Prif Weithredwr ymrwymo i'r amodau. (Atodir enghraifft er gwybodaeth i'r Pwyllgor.)

Mae swyddogion yn parhau i gryfhau mesurau a rheolaethau atal twyll ar y cyd ag awdurdodau lleol. Er enghraifft:

- Rydym yn defnyddio gwasanaeth paru data y Fenter Atal Twyll Genedlaethol i nodi cardiau teithio y dylai awdurdodau lleol fod wedi'u canslo.

- Rydym yn craffu ar wybodaeth am batrymau teithio deiliaid cardiau teithio unigol, megis nifer y teithiau bob dydd, ar ba wasanaethau y maent yn teithio, gyda pha weithredwr a hyd yn oed pa yrwyr. Rydym wedi adolygu patrymau defnydd deiliaid cardiau teithio presennol a nodi'r rhai nad ydynt byth yn defnyddio eu cerdyn, neu'r rhai nad ydynt wedi ei ddefnyddio ers peth amser. Rhennir y data

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gyda'r awdurdodau lleol er mwyn iddynt gysylltu â deiliaid y cardiau, os bydd angen.

- Cytunodd Ysgrifennydd y Cabinet dros yr Economi a Seilwaith i lanhau data awdurdodau lleol ar ddeiliaid cardiau teithio er mwyn dileu pobl sydd wedi marw neu a allai fod wedi gadael Cymru.

- Mae adroddiadau data manwl wedi cael eu hanfon at bob awdurdod lleol ers mis Gorffennaf 2016 er mwyn iddynt graffu ar anfonebau ac yna'u dilysu. Rydym wedi ei gwneud yn glir i weithredwyr bysiau ein bod yn disgwyl i awdurdodau lleol symud yn gyflym i sefyllfa lle yr ystyrir bod y data y mae gennym ni a'r awdurdodau lleol fynediad iddynt bellach yn gywir, ac y bydd y cyfrifoldeb ar unrhyw weithredwr i ddangos pam y dylid defnyddio ei ddata ei hun yn lle hynny er mwyn cyfrifo ad-daliad.

- Mae nifer o weithdai hefyd wedi cael eu cynnal i addysgu'r awdurdodau lleol am y math o ddata sy'n bodoli a beth i edrych amdano, ac i'w helpu drwy ein huned dwyll os byddant yn sylwi ar unrhyw beth anarferol yn y data. Er enghraifft, mae un awdurdod wedi defnyddio'r data i nodi deiliad cerdyn teithio ag anghenion penodol sydd wedi bod yn tapio ei gerdyn teithio sawl gwaith, heb werthfawrogi effeithiau hynny. O ganlyniad, mae gyrwyr bysiau wedi cael cyfarwyddyd i gymryd y camau unioni - ystyriol - priodol. Yn ogystal, mewn achos arall sy'n deillio o'r offeryn newydd hwn a chraffu manylach gan awdurdodau lleol, mae un gweithredwr bysiau wedi diswyddo un o'i yrwyr y canfuwyd ei fod wedi bod yn defnyddio ei gerdyn ei hun i gynyddu nifer y teithiau rhatach a gofnodwyd.

- Rydym wedi cyhoeddi llythyrau 'cynnig grant' llawer mwy clir a phenodol i awdurdodau lleol, gan nodi'n llawer mwy manwl rolau a chyfrifoldebau Llywodraeth Cymru ac awdurdodau lleol yn 2017-18. Mae'r rhain yn disgrifio'n glir iawn y safonau yr ydym yn disgwyl i awdurdodau lleol eu cyrraedd pan fyddant yn gwirio ac yn dilysu ceisiadau gweithredwyr bysiau am ad-daliad.

- Mae Prif Weithredwyr awdurdodau lleol wedi cael eu hatgoffa am eu dyletswyddau cyfreithiol drwy'r llythyr dyfarnu uchod. Bydd datganiad o sicrwydd wedi'i lofnodi gan eu swyddog ariannol yn cyd-fynd â phob anfoneb a gyflwynir gan awdurdodau lleol, yn unol ag amodau'r llythyr dyfarnu.

- Rydym wedi cyflwyno gweithdrefnau talu newydd sy'n ei gwneud yn ofynnol i'r swyddog ardystio gadarnhau bod anfonebau awdurdod lleol yn cynnwys datganiadau o sicrwydd wedi'u llofnodi gan y swyddog ariannol cyfrifol yn ogystal ag un person arall cyn gofyn i'r taliad gael ei awdurdodi.

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Caerdydd • Cardiff
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- Nodwyd gweithredwyr nad oeddent wedi rhoi'r system 'hotlisting' ar waith drwy'r offeryn dadansoddol ac mae'r gweithredwyr hynny bellach wedi rhoi'r system honno ar waith, yn dilyn ymgyrch gyhoeddusrwydd mewn rhai ardaloedd. (Mae 'hotlisting' yn caniatáu i gardiau electronig annilys gael eu 'diffodd' yn ganolog gan y gweithredwr).

- Rydym wedi hwyluso mecanwaith gweinyddol newydd, symlach yn ne-ddwyrain Cymru, lle y mae dau o'r awdurdodau yn rhannu cyfrifoldebau gweinyddol allweddol ar ran pob un o'r 10 awdurdod lleol. O dan y trefniant hwn, mae llai o staff yn arbenigo mewn cyfrifoldebau penodol, gan atgyfnerthu a gwella arbenigedd. Yn amodol ar ganfyddiadau'r gwaith hwn, bydd prosesau newydd a gwell yn cael eu cyflwyno ledled Cymru.

Rwy'n gobeithio bod yr wybodaeth uchod a'r rhestr o gamau gweithredu yn rhoi sicrwydd i'r Pwyllgor y gwneir pob ymdrech i sicrhau bod y gwelliannau rheoli cywir ar waith. Rwyf wedi gofyn i'r Swyddog Cyfrifyddu Ychwanegol ar gyfer y gwaith hwn fy hysbysu am y cynnydd.

Cofion,

Shan Morgan

Shan Morgan
Ysgrifennydd Parhaol/ Permanent Secretary
Llywodraeth Cymru/ Welsh Government

Llywodraeth Cymru
Welsh Government

Name
Address
Address
Address
Post Code

Date

Dear Helen

Welsh mandatory concessionary bus travel scheme 2017 - 18
Reimbursement for the operation of the scheme within the AUTHORITY NAME County Borough Council area

1. Funding

(a) We are pleased to inform you that we will provide £3 per live pass lawfully issued by your authority towards the administration of the scheme in your area in a full financial year.

(b) Your authority will contribute not less than the sum of £???,000 (? hundred and ? ?thousand pounds) in a full financial year towards the reimbursement of participating operators.

(c) Your authority will continue to contribute no less than the sum in para 1 (b) if management of the scheme is devolved to a third party or lead authority(s) operating on your behalf.

(d) We will provide additional funding ("the reimbursement") to meet any shortfall in the amount of costs legitimately incurred in carrying out "the Purpose" (as defined in Condition 4(a)).

(e) The Funding for each financial year must be claimed in full by 20 May in the following financial year.

(f) If you have any queries in relation to this award of Funding or the Conditions please contact the Welsh Government Official.

2. Statutory Authority and State Aid

(a) This award of Funding is made under the authority of the Minister for Economy and Infrastructure, one of the Welsh Ministers, acting pursuant to sections 70 and 71(1) Government of Wales Act 2006 and section 6 of the Transport (Wales) Act 2006.

(b) You must comply with the European Commission's State Aid Rules.

3. Interpreting these Conditions

Any reference in these Conditions to:

'**you'**, '**your'** is to:

Address
Address
Address
Post Code

Where appropriate, "you" or "your" may refer to another local authority acting on your behalf.

'**we'**, '**us'**, '**our'** is to the Welsh Ministers;

'**Welsh Government Official**' is to

Public Transport Division
Welsh Government
Cathays Park
Cardiff
CF10 3NQ

Tel:029 2082 XXXX
Email: X.Y@wales.gsi.gov.uk

or such other Welsh Government official as we may notify you.

'**Project Manager**'

Name of LA Official
Address
Address
Address
Post Code

'**Conditions**' is to the terms and conditions set out in this letter;

'**Schedule**' is to the Schedules attached to this letter;

'Costs Incurred' is to the costs you have legitimately incurred by the date of each claim.

'**Notification Event**' is to any of the events listed in Schedule 1;

'**State Aid Rules'** is a reference to any of the following –

1. Regulation 1370/2007 on public passenger transport services by rail and by road

2. Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Articles 107 to 109),

3. Secondary legislation such as frameworks, guidelines and block exemptions produced by the European Commission,

4. Case law of the European Courts and decisions of the European Commission;

4. What you must use the Funding for

(a) You must use the funding solely for the purpose of the delivery of the Welsh mandatory concessionary bus travel scheme within your local authority area (the "**Purpose**").

(b) Any change to the Purpose will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.

(c) You must not use any part of the Funding for: (1) party political purposes; (2) the promotion of particular secular, religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing capital equipment (other than as specified in the Purpose); (7) your legal fees in relation to this letter; (8) any kind of illegal activities; or (9) any kind of activity which in our opinion could bring us into disrepute.

5. Funding Pre-Conditions

(a) We will not pay any of the Funding to you until you have provided us with the following information and documentation:

(i) documentary evidence that the signatories who have signed this letter on your behalf are duly authorised to do so;

(ii) Documentary evidence that you have appropriate systems in place to undertake due diligence before utilising any part of the funding to provide a grant to or procure any goods or services from third parties; and

(iii) Documentary evidence that you have put in place all staff and other resources as required to commence the Purposes.

(iv) Confirmation, where appropriate, that there is a collaboration agreement in place to administer the scheme which all parties have agreed.

(b) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

6. How to claim the Funding

(a) The Funding will be paid at least quarterly in arrears based on costs incurred or defrayed by you or on your behalf in the delivery of the Purpose.

(b) The Funding must be claimed promptly by you, or on your behalf.

(c) Claims for payment of Funding must be submitted to the Welsh Government Official (or to an official nominated by the Welsh Government Official) using our current Concessionary Claim form provided by the Welsh Government. The claim form includes confirmation that you are operating in all respects in accordance with your constitution; and that receipted invoices are retained.

(d) We will aim to pay all valid claims as soon as possible and typically within 28 days.

7. Your general obligations to us

In addition to the obligations set out in the Conditions, you must:

(a) Safeguard the Funding against fraud generally and, in particular, fraud on the part of your management, employees and/or suppliers of services (e.g. concessionary bus travel) and notify us immediately if you have reason to suspect that any fraud has occurred or is occurring or is likely to occur. You must also participate in such fraud prevention or investigation initiatives as we, the Wales Audit Office and or the police may require from time to time.

(b) Comply with all applicable laws or regulations or official directives whether derived from domestic, EU or international law.

(c) Put in place and maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Purpose. We reserve the right to require you to provide proof of your insurance.

(d) Put in place and maintain appropriate systems to undertake due diligence before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties..

(e) Co-operate fully with the Welsh Government Official and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with these Conditions.

8. Declarations

You declare that:

(a) You have the power to enter into and to perform the obligations set out in these Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under these Conditions.

(b) No litigation or arbitration is current or pending or, so far as you are aware, threatened, which have or could have an adverse effect on your ability to perform and comply with any of these Conditions.

(c) The information contained in your claims and all supporting material is complete, true and accurate.

(d) You have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view of your organisation (both current and prospective) or which ought to be provided to any person who is considering providing funding to you.

9. Notification Events and their consequences

(a) You must notify us immediately if a Notification Event has occurred or is likely to occur, but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.

(b) We will seek to discuss the Notification Event with you and to agree a course of action to be taken to address the Notification Event, and in doing so we will consider both the seriousness of the Notification Event and whether or not it can be remedied.

(c) We will be entitled to take any of the actions listed in Condition 9(d) if:

(i) Despite our reasonable efforts we have been unable to discuss the Notification Event with you, or

(ii) we notify you that the Notification Event is not capable of remedy, or

(iii) a course of action is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action), or

(iv) the course of action fails to remedy the Notification Event to our satisfaction.

(d) If any of the circumstances set out in Condition 9(c) occurs we may by notice to you:

(i) Withdraw the award of Funding; and/or

(ii) require you to repay all or part of the Funding immediately; and/or

(iii) suspend or cease all further payment of Funding; and/or

(iv) make all further payments of Funding subject to such conditions as we may specify; and/or

(v) deduct all amounts owed to us under these Conditions from any other funding that we have awarded or may award to you; and/or

(vi) exercise any other rights against you which we may have in respect of the Funding.

(e) All repayments of Funding must be made to us within 28 days of the date of our demand. You must pay interest on any overdue repayments at a rate of 1.5% per annum above the Bank of England Bank Rate from time to time or at such other rate as may be required by the State Aid Rules. Interest will accrue on a daily basis from the date the repayment is due until actual repayment of the Funding, whether before or after judgment. You must pay the interest together with the overdue repayment.

10. Monitoring Requirements (see Schedule 2)

You must:

(a) Provide us with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions, including without limit:

i) Quarterly claims on or by 20 July, 20 October, 20 January and 20 April;

ii) Meet the Welsh Government Official and such other of our representatives as we may from time to time reasonably require.

and

(b) ensure that the Project Manager (or such other person as we may agree) attends all meetings with the Welsh Government Official.

11. Audit Requirements

(a) You must:

i. Maintain clear accounting records identifying all income and expenditure in relation to the Purpose;

ii. without charge, permit any official or officials of the Welsh Government, Wales Audit Office or European Commission at any reasonable time and on reasonable notice being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Wales Audit Office or the European Commission or any officer, servant or agent of any of the above;

iii. retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them.

(b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006, the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. The Auditor General and their officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and their staff may exercise this right at all reasonable times.

12. Third Party Obligations

(a) Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, employees and contractors).

(b) You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party.

13. Intellectual Property Rights and Publicity

(a) Nothing in these Conditions transfers to us any rights in any intellectual property created by you as a result of the Purpose.

(b) You must acknowledge our support on all publicity, press releases and marketing material produced in relation to the Purpose. Such acknowledgement must be in a form approved by us and must comply with the Welsh Government's branding guidelines.

(c) You must provide the Welsh Government Official with a copy of all material listed in Condition 13(b) for our approval before any such material is published and you may not publish such material without our prior written approval. We will endeavour to respond to all written requests for approval within five working days.

(d) You agree that from the date of this letter until five years from the date of the final payment of Funding we may include details about your organisation the Funding and the Purpose in Welsh Government promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.

14. Access to Information

(a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR") and the Data Protection Act 1998 (the "DPA").

(b) You acknowledge that we are responsible for determining in our absolute discretion whether:

(i) to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or

(ii) any information is exempt from disclosure under the FOIA or the EIR.

15. Buying Goods and Services

If you decide to buy any goods and/or services to deliver the purposes, they must be purchased in a competitive and sustainable way so as to demonstrate that you have achieved best value in the use of Public Funds.

16. Giving Notice

(a) Where notice is required to be given under these Conditions it must be in writing (this does not include email but may include a letter attached to an email) and must prominently display the following heading:

"Notice in relation to the reimbursement for the operation of the concessionary bus travel scheme within the AUTHORITY County Council area".

(b) The address and contact details for the purposes of serving notice under these Conditions are as follows

You: the Project Manager at the address stated in Condition 3.

Us: the Welsh Government Official at the address stated in Condition 3.

(c) A notice will be deemed to have been properly given as follows:-

Prepaid first class post:	on the second working day after the date of posting.
By hand:	upon delivery to the address or the next working day if after 4pm or on a weekend or public holiday.
By email attachment:	upon transmission or the next working day if after 4pm or on a weekend or public holiday.

17. Equal Opportunities

You must apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age or any disability.

18. Welsh Language

Where the Purpose includes or relates to the provision of services in Wales they must be provided in such a way as to not treat the Welsh Language less favourably than English, in line with the Welsh Language Measure (2011).

19. Sustainability

Your use of the Funding must (where reasonably practicable) meet the Welsh Government's current agenda for sustainable development and the environment.

20. Welsh Ministers' Functions

You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant considerations. You agree that nothing contained or implied in , or arising under or in connection with, these Conditions will in any way prejudice, fetter or affect the functions of the Welsh Ministers or any of them nor oblige the Welsh Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.

21. General

(a) If at any time any of these Conditions is deemed to be or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

(b) No failure or delay on our part to exercise any power, right or remedy under these Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.

(c) Any amendment or variation to these Conditions must be in writing and signed by us and you in the same manner as this letter.

(d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under these Conditions.

(e) Conditions 7, 9, 11, 13, and 14, and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.

(f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of these Conditions.

(g) These Conditions are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

22. How to accept this offer of Funding

a. To accept this award of Funding and to be awarded funding from the date of this letter you must sign and return a copy of this letter to the Welsh Government Official.

b. We must receive your signed letter within 21 days of the date of this letter.

Yours faithfully

Sheena Hague

Signed by under authority of the Cabinet Secretary for Economy and Infrastructure, Science and Transport one of the Welsh Ministers

SCHEDULE 1

Notification Events

The Notification Events referred to in Condition 9 are listed below:

1. Repayment of any part of the Funding is required under UK legislation or European Law (whether under State Aid Rules or otherwise).

2. You fail to apply the Funding as required by the Purpose.

3. We have made an overpayment of Funding to you.

SCHEDULE 2

Mandatory concessionary bus travel – monitoring and management by local authorities

PART 1

Guidance documents Local Authorities must utilise in order to administer the scheme effectively:

- A Common Approach to Eligibility;
- A Common Approach to Concessionary Fare Reimbursement
- Reimbursement arrangements for Participating Operators
- Definitions for a Common Approach
- A Common Approach to Appeals
- Guidance for Changes in Representative Fares and for New Operators

PART 2

(Additional Guidance Applicable to All Local Authorities which will be included in the 2017 -18 guidance documentation)

Reports available from ACT

[These should evolve given card use changes, but business rules should change periodically to keep abreast of any misuse within the scheme.]

1. The number of age and disability-related concessionary passes presented more than 10 times in one day.

2. The number of disabled with companion concessionary passes presented more than 20 times in one day.

3. The number of concessionary bus passes presented between Midnight and 0500 hours (including service/route and operator details).

4. The number of concessionary bus passes re-issued more than five times by identifying the number of previous concessionary bus passes issued to an individual and how many times they have been presented.

5. The number of concessionary bus passes that have been presented five or more times if hotlisted. Identify these in order according to the highest number of presentations and split by operator.

6. The number of concessionary bus passes that have been seen 10 minutes apart on the same operator's services, split by active and hotlisted passes.

And or any other reports required by your staff to monitor claims for reimbursement from local bus service providers.#

ACT contacts for reports

Gertrude Chisamba-Laity <gertrude.chisamba-laity@weareact.com>;
Jonathan Carrick <jonathan.carrick@weareact.com>

PART 3

(Additional Guidance Applicable to only those Authorities providing back office functions for operators which will be included in the 2017 -18 guidance documentation)

Maintenance of Scheme

1. **ISAM location** must be provided and maintained. This should include communicating location to ACT as part of the managed service within five working days' change of location or update to ISAM (e.g. faulty, decommissioned).

    a. We suggest that all descriptions of operators are the same (e.g. either J Bloggs or Joe Bloggs) for ease of reporting).

2. Obtain **'ISAM not communicated'** report that can assist with monitoring whether ISAMs are communicating correctly or may suggest an issue with the machine and/or operator back office/ETM.

    a. Any ISAM that has not communicated within a reasonable timeframe (e.g. two weeks) should be investigated between the relevant operator and ACT.

3. **ESP Monitoring** – messages are very occasionally not sent back to the Welsh Government's back-office due to user error and ISAM error. Local authorities must obtain monthly reports from ACT that highlight whether there are any missing batch messages in your area.

4. Additional **ISAM stocks** should be kept to a minimum. ISAM stock should be monitored and recorded and ACT notified of location (e.g. ISAM stock – local authority name).

Award of Funding in relation to the Welsh mandatory concessionary bus travel scheme

TWO SIGNATORIES ARE REQUIRED

We hereby accept the award of Funding in relation to the administration of the mandatory concessionary bus travel scheme within this authority's area, and the Conditions relating to the Funding.

_____ Signature
An authorised signatory of the AUTHORITY County (Borough) Council

_____ Name

_____ Job Title

_____ Date

_____ Signature
An authorised signatory of the AUTHORITY County Borough Council

_____ Name

_____ Job Title

_____ Date