

# Operator Member Code of Conduct

## 1. Interpretation

An operator member of CPT shall be a member who operates public service vehicles referred to in the Articles of Association as a "corporate member".

"Applicable Laws" means the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to a Members business. The headings in this code are for convenience only and shall not affect its interpretation. The terms of this code shall be interpreted as broadly as the context admits to reflect the fact that members will be required to observe not only the letter but also the spirit of the code.

## 2. Standards of Service

2.1 Members should at all times endeavour to maintain high standards of service and to monitor their performance on a regular basis.

2.2 Members will adopt the Code in its entirety and display a current year membership certificate at their principle place of business to signify adoption. Members are encouraged to display a membership logo on each vehicle owned, and remove it when sold.

## 3. Professional Ethics and Conduct

3.1 Members should ensure they conduct themselves in a professional manner at all times so as to maintain the reputation of CPT and should not do anything likely to bring CPT or the passenger transport industry into disrepute.

3.2 Members shall maintain a public service vehicle operator's licence appropriate to their business and comply with all statutory requirements applicable to that business.

3.3 Members shall at all times comply with Health and Safety Laws, Employment Law and all other Applicable Laws in the interests of customers and staff.

3.4 Members should employ appropriately trained and licensed staff of the calibre adequate to satisfy customer needs.

3.5 Members will adopt a policy requiring their employees to:-

3.5.1 conduct themselves in a polite and helpful manner at all times when dealing with fellow members, customers and potential customers;

3.5.2 be dressed and behave in a manner which enhances the public image of the industry;

3.5.3 obey all legal speed and safety requirements on the roads and be courteous to all other road users;

3.5.4 inform employers of any breaches of operating laws and regulations, and of any accidents;

3.5.5 Observe all driving hours and rest period regulations.

3.6 Members will regularly monitor the performance, licensing and competence of all staff.

3.7 Treat with dignity and respect all guests of members, customers or potential customers when attending CPT events.

## 4. Good Faith and Co-operation – Customers

4.1 Members will conduct their business in accordance with strict professional integrity and courtesy and ensure that the safety, comfort and convenience of their customers is of paramount importance.

4.2 Members will respond expeditiously to all customer enquiries, complaints and requests.

4.3 Members will, at all times, ensure that all claims and descriptions made are genuine and in no way are deceptive or misleading.

## 5. Good Faith and Co-operation – Fellow Members

5.1 Members will endeavour to support and encourage their fellow members in times of need.

5.2 Members will settle accounts from fellow members promptly.

5.3 Members are not justified in violating the provision of the Code on the grounds that a fellow member may be doing so.

## 6. Advertising and Logo

6.1 Members shall ensure all advertising, including internet sites, complies with the codes and standards set by the Advertising Standard Authority and (where appropriate) the Independent Broadcasting Association and all legal requirements.

6.2 Members shall be entitled to carry the CPT logo on all advertisements and publicity material and to hold themselves out as members of CPT subject to the terms of this code and the Articles of Association of the CPT.

6.3 Members shall promote CPT by using the logo wherever possible. The logo must at all times be used in the manner and colour as instructed by CPT.

6.4 All advertisements and publicity material:-

6.4.1 must not contain misleading claims or descriptions;

6.4.2 may carry CPT's logo subject to CPT's right, where in its absolute discretion it considers the advertisement to be in breach of this code, to order the removal of the logo in the advertisement or publicity material concerned;

6.4.3 the member hereby irrevocably appoints CPT to be its attorney and to do all such acts and things necessary on its behalf to obtain the removal of the logo from the advertisement or publicity material. For the avoidance of doubt all costs and expenses incurred by the CPT in securing the removal of the logo shall be borne by the Member.

6.5 Upon termination of a Members membership, the Member shall immediately cease to use and shall use its best endeavours to remove as soon as reasonably practicable, the CPT Logo from any advertising or publicity materials

## 7. Documents

7.1 All documents used by members, including publicity documents, order forms, instructions for use and standards terms and conditions shall be clear, concise and readily legible.

7.2 Standard terms and conditions should comply with all Applicable Laws and should not be unreasonable. Customers' attention should be drawn to any unusual terms applying.

## 8. Complaints

8.1 For the avoidance of doubt the Complaints and Arbitration procedures set out in this Code are not applicable to any commercial dispute which may arise between a member and a customer or between members.

8.2 Members must ensure that effective procedures are adopted and maintained for dealing with complaints from customers. The procedure to be followed should be known to customers.

8.3 Customers must be made aware that in the event of failure to reach a settlement of a dispute relating to a breach of this code, the customer or other member has the right to refer the dispute to the Chief Executive of CPT. The Chief Executive of CPT will consider disputes relating to breaches of this code and will determine the dispute. Such determination will be in the absolute discretion of the Chief Executive of CPT. In determining any complaint the Chief Executive of CPT may, but shall not be bound to, give reasons for his determination.

## 9. Arbitration

9.1 Should any member or customer of a member be dissatisfied by any determination by the Chief Executive of CPT under Clause 8 as a consequence of a breach of this code by a member or any dispute between fellow members arising out of or in connection with a breach of the code then the member or the customer shall be entitled to refer the dispute to arbitration to be determined by the Travel Industry Arbitration Service.

9.2 The member agrees to accept the decision of such arbitrator as final.

9.3 For the avoidance of doubt these arbitration provisions shall not apply to specific disputes relating to prices or quality of services or alleged debts or damages claimed by any party.

## 10. Termination of Membership

10.1 In the event that three complaints are upheld against the member by the Chief Executive of CPT and his determinations are accepted by the member and the arbitration procedure has membership of CPT. Should the member not resign within three months of being invited to do so, then the continuance of membership will be referred to CPT Council for possible termination under Article 20.(04) of the Articles of Association.

10.2 Members must provide 30 days' written notice of intention to resign from membership. Should a member decide to cancel their CPT Direct Debit subscription partway through the 12 month contract, they will become liable for any outstanding amounts.

## 11. Participation in CPT Sponsors Events

Where a member has agreed to take part in any exhibition or other function organised or attended by CPT at which attendance is restricted to members or supplier members of CPT and before such event or exhibition takes place, its membership ceases for any reason whatsoever, then the member agrees that it will not be permitted to attend as a member of CPT unless prior written authority is obtained from CPT's Chief Executive and no refund of the tickets will be provided.

## 12. Monitoring

12.1 Members should ensure by clear display of the CPT logo or other means that customers are aware of their adherence to this code and a copy of this code should be made available to customers on request.

12.2 CPT will maintain records of complaints held against members relating to any breach of any of the provisions of this code and should monitor their records on a regular basis and report complaints to the member and to the Chief Executive of CPT with a view to improving services and reducing the future level of complaints.

## 13. Indemnity

13.1 A Member shall indemnify the CPT against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the CPT arising out of or in connection with: (a) any breach of this code of conduct or the articles of association; and (b) any breach of paragraph 6.4.1 above.

## CPT Code of Conduct for Operator Members

The object of this code is to set the standards by which Operator Members of CPT conduct their affairs with customers and fellow CPT members. Breach of this code will be considered a breach of the conditions of membership and may, in the case of serious and persistent breaches, lead to the suspension or termination of membership. Many of the provisions of this Code are a restatement of principles and practices which have been observed by CPT Operator Members for many years.

**Confederation of Passenger Transport UK**

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