Operator Member Code of Conduct

MAY 2025

The object of this code is to set the standards by which Operator Members of CPT conduct their affairs with CPT employees, 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/or persistent breaches, lead to the suspension or termination of membership.

01 Interpretation

An operator member of CPT shall be a member who operates public service vehicles.

"Applicable Laws" means the laws of England, Scotland and Wales, 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.

02 Standards of Service

2.1 Members should at all times maintain high standards of operation in their business and monitor their compliance performance on a regular basis.

2.2 Members agree to adopt the Code in its entirety and display a current year membership certificate at their principal place of business. Members are encouraged to display a CPT membership logo on each vehicle owned and this must be removed when sold.

03 Professional Ethics and Conduct

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

3.3 Members shall maintain a Public Service Vehicle Operators Licence appropriate to their business and comply with all statutory requirements applicable to that Licence.

3.4 Members will require their employees to treat with dignity and respect all CPT employees, fellow members, guests of members, customers or potential customers at all times.

04 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 business is conducted in a genuine manner and is in no way deceptive or misleading.

05 Advertising and Logo

5.1 Members shall ensure all advertising, including social media and online platforms complies with the codes and standards set by the Advertising Standard Authority and (where appropriate) the Independent Broadcasting Association and all legal requirements.

5.2 Members shall be entitled to carry the CPT member 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 CPT.

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

5.4 All advertisements and publicity material: -

5.4.1 must not contain misleading claims or descriptions;

5.4.2 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;

5.4.3 Where a member is required to remove a logo they must do so expeditiously. Where the member fails to, or is unable to, remove the logo CPT may themselves manage the removal of the logo, any costs associated with this removal shall be indemnified by the member responsible.

5.5 Upon termination of a member's membership, the member shall immediately cease to use and shall remove, as soon as reasonably practicable or within 28 days whichever is the shorter, the CPT Logo or any reference to an affiliation with CPT from any premises, vehicle, online platform, letter head or footer, advertising or promotional material of any sort.

06 Documents

6.1 All documents used by members, including publicity documents, order forms, instructions for use and standard terms and conditions, including social media and online platforms, shall be clear, concise and readily legible.

6.2 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.

07 Business Information

7.1 Members shall provide accurate information on the number of vehicles operated on request by CPT. CPT will only request this information on joining and on annual renewal and will use it only for the purpose of establishing the appropriate subscription payable by a member.

08 Complaints

8.1 A complaint for the purpose of this Code is a complaint by a member or CPT employee about the conduct or behaviour of a member, it is not applicable to a complaint about the behaviour or decision of the CPT as an organisation.

8.2 For the avoidance of doubt the Complaints and Appeals procedures set out in this Code are not applicable to any commercial dispute which may arise between members.

8.3 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.

8.4 Members and employees of CPT wishing to lodge a complaint regarding a breach of this code may do so in writing to the Chief Executive of CPT, who will determine the appropriate course of action and escalation, dependent upon the severity of the breach.

8.5 Upon receipt of a complaint the Chief Executive will acknowledge receipt in writing and outline an initial approach and timeline to the complainant which will be informed by the severity and complexity of the issue. The Chief Executive will provide updates to the complainant at a minimum of monthly intervals.

09 Appeals

9.1 Should any member be dissatisfied by any determination by the Chief Executive of CPT, 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 shall be entitled to refer the dispute to CPT's Governance Committee.

9.2 The member agrees to accept the decision of the CPT Governance Committee as final.

9.3 For the avoidance of doubt these appeal 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 Complaints deemed to have severely breached the Member Code of Conduct will be escalated by the Chief Executive to CPT's Governance Committee for consideration. The committee will review the complaint and if the breach is upheld as serious enough to recommend a termination of membership this will then be escalated to a membership panel convened of CPT Board members to effect a final determination, as per the Rules of Membership.

10.2 Should it be deemed appropriate for a membership to be terminated, the member accepts that they remain liable for that year's fees.

10.3 A member must provide 30 days' written notice of intention to resign from membership. Should a member decide to cancel their membership partway through the 12 month contract, they will remain liable for that year's fees.

11 Participation in CPT Events

11.1 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 that no refund of any attendance fee will be provided.

12 Indemnity

A member shall indemnify 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 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 5.4.1 above.