

# Bus Service Operator Grant Plus (BSOG+) Terms & Conditions (1 July 2023 – 31 March 2025)

**BSOG+ Funding is a discretionary grant which may be paid under section 154 (1) of the Transport Act 2000 by the Department for Transport (DfT) on behalf of the Secretary of State in respect of commercial “eligible bus services” within the meaning given by Regulation 3(1) of the Bus Service Operators Grant (England) Regulations 2002. These grants are payable only on a “local service” as defined in section 2 of the Transport Act 1985.**

## **BSOG+ Terms and Conditions**

1. The BSOG+ scheme is effective from 1 July 2023 and is intended to support the reform and consolidation of bus funding with the aim of developing long-term sustainability in bus funding for the sector. It will run until 31 March 2025.
2. BSOG+ is a new and separate grant to BSOG. Operators should continue to claim BSOG throughout the period BSOG+ runs for (1 July 2023 – 31 March 2025) in order to receive BSOG *and* BSOG+ funding.
3. For the purposes of these terms and conditions an “Operator” is defined by their current and valid Bus Service Operator Grant (BSOG) Number and claim in payment in order to be eligible for BSOG+ funding. This requires an operator to have submitted a certified BSOG claim within the last two years (with a claim period start date from 1 April 2021) in order to be able to claim BSOG+. BSOG claims submitted with a claim period start date before 1 April 2021 will be classed as inactive and the Operator will be unable to register for BSOG+ unless they have a certified claim currently in progress.
4. Community transport operators operating services under a permit granted by Section 19 of the Transport Act 1985 are not in scope of these Terms and Conditions and will be reimbursed through the normal BSOG claims process.

## Eligibility

5. To be eligible for BSOG+ the service(s) must meet the requirements detailed in the Bus Service Operators Grant (England) Regulations 2002 (SI 2002 No 1015) – as most recently amended by the Bus Service Operators Grant (England) (Amendment) Regulations 2013 (SI 2013 No 2100). Guidance can be found [here](#).
6. All eligibility criteria remain the same for BSOG and BSOG+ apart from services under a permit granted by Section 19 of the Transport Act 1985. These services will be reimbursed through the normal BSOG claims process.
7. As with BSOG, tendered services are not eligible for BSOG+ funding.
8. The final decision as to whether or not a grant will be paid in particular cases remains a matter for the Secretary of State for Transport’s discretion. Where there is doubt about the eligibility of a service under these criteria, advice should be sought from the Department for Transport.
9. Operators who wish to partake in the scheme must have submitted a declaration form by 31 July 2023 in order to be eligible. Acceptance of further declaration forms after the 31 July 2023, or the opening of an additional period during which declaration forms may be

submitted, is at the discretion of the Department for Transport. No guarantee is made of acceptance onto the scheme for those returning declaration forms after July 2023.

## Payments

10. Operators will receive the funding for the BSOG+ on a quarterly basis as one lump sum payment subject to compliance with these terms and conditions.
11. BSOG+ payments will be calculated using distance and fuel use data from the operator's most recently completed certified BSOG claim. The most recent claim will be used, whether or not it covers the time period covered by BSOG+ (1 July 2023 – 31 March 2025).
12. BSOG+ payment amounts will be reconciled against future certified claims received that cover the BSOG+ period so that operators receive accurate BSOG+ funding allocations over the course of the grant. A true-up will be completed and future payments will be adjusted to account for any over and under payments.
13. Operators participating in BSOG+ will be required to submit a proforma, annexed to the certified claims form, requiring a monthly breakdown of commercial kilometres run during the BSOG claim period. Operators claiming for ZEB mileage will be required to break down the tendered and commercial mileage for these services, as BSOG+ will only be paid for commercial services. This proforma will be provided by DfT. If operators do not complete this proforma with their next certified claim and where requested, BSOG and BSOG+ will not be paid until the operator supplies the information.
14. The exception to this payment process above is for services that cross the Greater Manchester border. Claims for these services will need to be made quarterly via the BSOG+ digital claims system before quarterly payments can be made.
15. The payment rates for the 2023/24 FY have been set out above. Revised payment rates will be calculated and shared ahead of the start of the 2024/25 financial year.
16. In addition to the fuel rates, all services using the fuel types listed above will be eligible for an additional 5.5 pence per km distance-based payment. Both live and dead kms are eligible for BSOG+.
17. DfT reserves the right to change the payment methodology (rates, calculation and payment frequency) at any time during the scheme, subject to a 28-day notice period.

<b>Fuel type</b>	<b>Unit payable</b>	<b>BSOG rate from 1 January 2014</b>	<b>BSOG+ fuel/ZEB rate from 1 July 2023 to 31 March 2024 (separate and in addition to BSOG)</b>
<b>Diesel</b>	Pence per litre	34.57	13.83
<b>Biodiesel</b>	Pence per litre	34.57	13.83
<b>Bioethanol blends</b>	Pence per litre	34.57	13.83
<b>Biofuels – used cooking oil</b>	Pence per litre	34.57	13.83
<b>Unleaded petrol</b>	Pence per litre	32.66	13.06
<b>All road fuel gas</b>	Pence per kilogram	18.88	7.55
<b>Zero emission bus (ZEB)</b>	Pence per KM	22	8.80

18. DfT's decisions on payment allocations are final. DfT, at its discretion, will consider new evidence if an operator believes their payment has not been calculated correctly after

reconciliation and the true-up with future certified claims covering the BSOG+ period. DfT reserves the right to reassess individual payment allocations at any point during the BSOG+ scheme.

19. Discrepancies in information provided to DfT will be investigated and DfT maintains the right to withhold payments of any funding scheme provided to operators, where their BSOG number is used as eligibility, until discrepancies are resolved. In the event that they cannot be resolved, operators may be required to return all BSOG+ funding paid to DfT.
20. For the purpose of quarterly payments, the Department considers the periods of BSOG+ to be as follows:

Period 1	Period 2	Period 3	
01/07/2023 - 30/09/2023	01/10/2023 - 31/12/2023	01/01/2024 - 31/03/2024	
Period 4	Period 5	Period 6	Period 7
01/04/2024 - 30/06/2024	01/07/2024 - 30/09/2024	01/10/2024 - 31/12/2025	01/01/2025 - 31/03/2025

These periods will be compared against certified BSOG claims for BSOG+ calculations to be made.

### De Minimis Services

21. The eligibility criteria sets out that tendered services are not eligible for BSOG+ (as with BSOG) and operators should only claim for fuel and mileage of commercial routes. Services funded by local transport authorities (LTAs) under de minimis arrangements are however eligible for both BSOG and BSOG+.

### Clarifying claims

22. DfT may request correction and/or clarification on BSOG claims from operators at any time.
23. DfT may withhold whatever percentage of an operator's quarterly payments they consider appropriate, including complete withdrawal of quarterly payments, and may seek to recover any monies paid quarterly, on reconciliations with future certified claims and/or where such a decision is made on BSOG claims.

### **Transport for Greater Manchester (TfGM) and Transport for West Midlands (TfWM)**

24. Funding is provided to TfGM and TfWM directly to use for service support, therefore services operating wholly within the boundaries of Transport for Greater Manchester (TfGM) and Transport for West Midlands (TfWM) are not eligible for BSOG+ funding from DfT.
25. TfGM and TfWM receive devolved commercial BSOG+ funding which they may choose to use to pay bus operators operating services solely in the Greater Manchester or West Midlands areas. The methodology and approach are wholly at the LTA's discretion.
26. Commercial services that cross the boundaries of the West Midlands and neighbouring LTAs, which do not operate solely in the West Midlands, will receive their BSOG+ payments through the regular quarterly process using BSOG data to calculate amounts.

27. Commercial services that cross the boundaries of the Greater Manchester and neighbouring LTAs, which do not operate solely in Greater Manchester, will be required to claim quarterly through the BSOG+ digital claims portal. It will not be possible for BSOG+ payments to be administered for cross-boundary Greater Manchester services without the claim being made and data submitted. Data requirements include: fuel type, total fuel usage and kilometres, and live and dead kilometres on commercial services.
28. Data sharing agreement for operators running services within TfGM and TfWM will be agreed separately.

### **Participating in or withdrawing from the BSOG+ scheme**

29. Operators who wish to receive BSOG+ funding must have a current and valid BSOG number and claim in order to qualify for this scheme. They must also continue to submit certified BSOG claims for the full period of BSOG+ funding. Operators that do not submit certified BSOG claims over the period will effectively withdraw themselves from the BSOG+ scheme.
30. Operators who wish to participate in the scheme must return Annex A BSOG+ Declaration form by 31 July 2023 to BSOG.Plus@dft.gov.uk .
31. DfT will conduct due diligence checks to ensure that operators who apply for BSOG+ funding are eligible. BSOG+ funding will not be paid to applicants who are subject to debt recovery.

### **Management Information**

32. BSOG units that received more than £1m in BSOG funding in 2021/22 will need to submit Management Information (MI) on their bus operations to DfT. Where a BSOG unit also forms part of a group operating structure (for example, as an operating unit including but not limited to: Stagecoach, Go-Ahead, First Group, or any other group) receiving more than £1m in BSOG funding in 2022/23, then that BSOG unit will also be required to provide MI to DfT, even if at BSOG unit level these limits are not met.
33. Operating units that must comply with the MI condition:
  - i. Arriva (all OpCo's)
  - ii. Stagecoach (all OpCo's)
  - iii. National Express (all OpCo's)
  - iv. First Group (all OpCo's)
  - v. Go-Ahead (all OpCo's)
  - vi. Wellglade (all OpCo's)
  - vii. Rotala PLC (all OpCo's)
  - viii. Transdev (all OpCo's)
  - ix. Nottingham City Transport Ltd
  - x. Blackpool Transport Services Ltd
  - xi. Reading Transport Limited
34. Other operators may voluntarily submit MI data to DfT, but are not required to do so under a condition of the BSOG+ grant.
35. DfT reserves the right to withhold BSOG+ payments if the MI data is not submitted, and to amend what data is requested. MI data requested will include, but not be limited to:

36. MI data requested on bus operations will include, but not be limited to:
  - i. All direct and indirect costs, for example, but not limited to, fuel, salaries, maintenance etc
  - ii. Routes and route adjustments
  - iii. Revenue sources and amounts
  - iv. Profitability
  - v. Patronage (disaggregated by fare-paying and concessionary)
37. DfT reserves the right to carry out an open book reconciliation exercise with any operator that the Department, at its discretion, determines it requires further clarity from on the financial impact of BSOG+ funding. This includes additional detailed review of individual operator profitability, or where the Department has cause to believe the terms and conditions of this scheme have not been complied with. The Department will reserve the right to share operator funding allocations with LTAs within which they operate.
38. Operators must provide accurate information in good faith, and in accordance with the BSOG+ Declaration (Annex A).
39. All data requested by DfT will be retained for 12 months after the end of the scheme. This includes online survey submissions, and management accounts.
40. DfT reserves the right to amend the information being requested from operators.
41. DfT reserves the right to use this information to inform the broader Government wider bus policy.
42. Operators must, as far as reasonably practical, supply all data to DfT on the proformas sent or online surveys.
43. All deadlines are final. Submissions after the deadline will only be accepted in exceptional circumstances and at the discretion of DfT.

### **Bus Connectivity Assessments**

44. Commercial operators will also be expected to comply with the Bus Connectivity Assessments coordinated by DfT, at regular intervals. With submission of the Bus Connectivity Assessments to the DfT required at regular intervals, to be communicated by DfT.
45. As part of this process, Operators and LTAs will be expected to report on a range of issues, including but not limited to:
  - i. Connectivity;
  - ii. Patronage;
  - iii. Types of Service;
  - iv. Innovation.
46. Bus Connectivity Assessments will require comprehensive responses, and DfT reserves the right to ask for further evidence if deemed necessary and appropriate.
47. DfT reserves the right to change the regularity of Bus Connectivity Assessments at any point.

### **Changes to Services**

48. Bus operators must communicate changes to services with the LTA, the Office of the Traffic Commissioner and the public in a timely fashion in line with the guidance issued by Transport Focus on 30 April 2020: <https://www.transportfocus.org.uk/research-publications/publications/guidance-communicating-changes-to-local-bus-services/>.

49. Further detail from Government on changing or cancelling a bus service can be found at the following web link: <https://www.gov.uk/run-local-bus-service/changing-or-cancelling-a-bus-service>.

### **Failure to meet the Terms and Conditions**

50. Where DfT has a reasonable belief that an operator has failed to meet any of the terms and conditions contained or referred to in this document, DfT may deny or suspend any BSOG+ and BSOG payments. DfT may also recover from that operator any such funding that has been previously paid via BSOG as well as other channels.

51. The Government will not accept deliberate manipulation and fraud. Any business caught falsifying their records or submissions to gain grant money may face prosecution and any funding issued will be recovered, as may any grants that have been paid in error.

52. DfT reserve the right to amend these terms and conditions during the life of the scheme.

### **BSOG+ Termination**

53. BSOG+ funding is intended to cease on 31 March 2025, with MI, BCAs and other data sources used by DfT to assess funding needed in the sector continuing beyond this date.

54. DfT retain the ability to vary the terms and conditions of the scheme with 28 days' notice provided to operators.

55. DfT also retain the ability to regularly review whether the funding is still required and may terminate the scheme with 12 weeks' notice.

### **Data Protection**

56. The Grant Recipient will comply, at all times, with its respective obligations under Data Protection Legislation.

57. DfT may use the information provided by the operator to prevent and detect fraud in order to protect public funds. DfT may also share this information, for the same purpose with Cabinet Office, Government Internal Audit Agency (GIAA) or other civil service departments or organisations, responsible for the monitoring or handling of public funds.

58. DfT may share data submitted by operators with external partners under contract with DfT, as part of BSOG and BSOG+ operational activity. Contractors must fully comply at all times with Data Protection Legislation.

59. DfT and/or Cabinet Office or GIAA may process BSOG+ data to undertake data analytics for fraud and/or error prevention and detection purposes.

60. Claim(s) may be subject to compliance checks conducted by the department's counter-fraud team and/or Government Internal Audit Agency (GIAA). Our Spotlight privacy notice can be found at <https://www.gov.uk/government/publications/dft-online-form-and-survey-privacy-notice/spotlight-privacy-information-notice>

### **Records**

61. Every operator must maintain records in support of their BSOG claim. DfT reserves the right to check information supplied against other relevant sources of information e.g. data from ticket machines.

62. Personal information collected will be used by DfT for administering the BSOG+ scheme. We may share information for purpose of counter fraud activity with agencies and/or local authorities e.g. Serious Fraud Office (SFO), police, DVSA, the Traffic Commissioners, DVLA etc. DfT also reserves the right to use this information to inform broader Government interventions and spending decisions.

63. It is suggested that the claimant familiarise themselves with the Fraud Act 2006 and the Bribery Act 2010.

**64. The final decision as to whether a grant will be paid in particular cases remains a matter for the Secretary of State's discretion. Where there is doubt about the eligibility of claim, advice should be sought from DfT.**

**List of Annexes:**

- Annex A: BSOG+: Declaration form
- Annex B: BSOG+ Definitions

## Annex A: BSOG+ Declaration form (updated for July 2023-March 2025)



Department  
for Transport

### Bus Service Operator Grant Plus (BSOG+) Declaration form

#### General

1. Trading name of business \*

2. Company number (as registered with Companies House) \*

3. Operator Licence Number \*

4. BSOG reference (in the format 1/xxxx, if you do not know this please email BSOG.Plus@dft.gov.uk) \*

#### Declaration

I have read the updated BSOG+ terms and conditions imposed under Section 154(3) of the Transport Act 2000.

I understand that the grant payable by the Secretary of State is subject to these terms and conditions, and I agree to comply with them in all respects.

I declare that the information given is derived from records kept by the undertaking on behalf of which I am making this claim and is, to the best of my knowledge correct.

I understand that the provision of any false or misleading statements or information may result in a criminal prosecution and/or the commencement of civil proceedings for the recovery of losses incurred.

5. Your name: \*



**6. Your job title \* (required to be Director level or appropriate equivalent)**

**7. Your postal address: \***

**8. Your email address: \***

**9. Your phone number: \***

## Annex B: BSOG+ Definitions

- **Patronage** – the number of trips made by passengers on services in scope, disaggregated by fare-paying and concessionary trips.