



INFORMATION FOR TRANSPORT OPERATORS

GENERAL TERMS AND CONDITIONS

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suffolk passenger transport

**SUFFOLK COUNTY COUNCIL
INFORMATION FOR TRANSPORT OPERATORS
CONDITIONS OF CONTRACT**

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INTRODUCTION

This document outlines the terms and conditions that apply to contracts let by the County Council for the provision of local bus services, home to school/college transport, special needs transport and transport for adults and communities. This schedule complies with the provisions under the Transport Act 1985 and 2000, the Education Act 1996 and the Education and Inspections Act 2006.

The Council is committed to providing quality and accessible transport for the people of Suffolk. We will endeavour to work closely with operators to improve and maintain the quality, reliability and accessibility of services.

DEFINITIONS AND INTERPRETATION

“Automatic Vehicle Location Equipment”	Automatic Vehicle Location Equipment is a system whereby a device is able to locate its position by reference to a system of satellites and report its position along with the journey number of the service to a central point.
“Closed Contract”	Means a Contract for a Service that is not open to the general public and is limited to those persons duly authorised to travel on the Service by the Council by means of a Travel Pass or other form of authority.
“Contract”	Means a Tender, countersigned by the Council to signify acceptance, which shall form a binding agreement with effect from the start date set out in the Invitation to Tender, together with the other Contract Documents and the Timetable and Operating Instructions.
“Contract Documents”	Means the Invitation to Tender, the Tender, Letter of Acceptance, these Conditions of Contract and any schedules attached thereto.
“Contract Period”	Means the term specified in the Invitation to Tender defined by the date of service commencing to the date of the last day of operation.
“Contractor” or “Operator”	Means the person or persons, firm or company, whose Tender has been accepted by the Council and includes the Contractor’s personal representatives, successors and permitted assigns.
“Council”	Means Suffolk County Council or any successor authority to which the contract is novated where this is permitted by the terms under which the contract was let.
“County Fare Scale”	Means the scale of fares set from time to time by the Council based upon route mileage for Services operated under contract to the Council, as updated by the Council from time to time. The County Fare Scale is available on request from the Council or on the Passenger Transport Pages of the Council website.
“Data Controller”	Means a Data controller for the purposes of Section 1(1) of the Data Protection Act 1998.
“Data Subject”	Means an individual who is the subject of Personal Data.
“Financial Periods”	Means the periods for which Operators must submit invoices in any year, such periods to be notified by the Council to the Operator on an annual basis and also available on the Passenger Transport pages of the Council’s website.
“Fixed Cost Contract”	Means a contract under which payment is made to the Operator as a fixed sum per day for the operation of the Service and the Operator is entitled to retain all revenue from the operation of the Service. A Fixed Cost Contract may also be referred to as a “Minimum Subsidy Contract”.
“Invitation to Tender”	Means an invitation to tender issued by the Council for the provision of specific Services, details of which are set out in the Invitation to Tender.

“Letter of Acceptance”	Means a letter from the Council accompanying a countersigned tender document that forms a contract with effect from the start date set out in the Invitation to Tender and summarises the acceptance of the offer and the agreement to enter into contract.
“List”	Means the list maintained by the Council of Operators who have expressed an interest in providing Tenders for transport services
“Local Bus Services”	Means “local services” as defined by Section 2 of the Transport Act 1985, where passengers are carried at separate fares and can make journeys of less than fifteen miles measured in a straight line from boarding to alighting point.
“Pass Holder”	Means a pupil, student or other passenger with a valid Travel Pass or other authority to travel.
“Personal Data”	Means personal data for the purposes of section 1(1) of the Data Protection Act 1998 and relates only to personal or sensitive personal data, or any part of such data, of which the Council is the Data Controller and in relation to which the Operator is providing services under this Agreement.
“Processing” and “process”	Means processing and process for the purposes of section 1(1) of the Data Protection Act 1998.
“The Rates”	Means the respective sums of money set out by the Contractor in the Tender or such variation of those sums as may be provided for in these Conditions of Contract.
“Revenue Guarantee Contract”	Means a Contract under which payment is made to the Operator a fixed amount per day for the operation of the Service and any revenue from the operation of the Service is provided to the Council.
“Route”	Means those parts of any journey set out in the Timetable and Operating Instructions.
“the Service”	Means the service or services to be provided by the Contractor or Operator as set out in the tender documents and as agreed with the Council
“Specification”	Means the specification for the Services forming part of an Invitation to Tender.
“Tender”	Means an offer made by a tenderer to provide transport services in response to an Invitation to Tender.
“Timetable” and “Operating Instructions”	Means the Timetable and Operating Instructions referred to in the Tender that comprises the service to be provided by the operator.
“The Transport Index”	Means the rate of increase in the average cost of operating local bus services in Suffolk over.] the previous financial year. This index will take into consideration the following factors and will draw information from the stated sources. Staff Salary Costs / fuel costs – BERR Construction indices Inflation – National Statistics Office Vehicle maintenance – Suffolk County Council Fleet Maintenance / National Statistics Office.

- “Travel Pass” Means a pass issued by the Council in respect of school related travel which authorises travel on the route indicated on that pass. The pass may be either a School Travel Pass (the colour of which will be notified to the Operator in advance of each school year) or a temporary School Travel Pass.
- “Vehicle” Means any vehicle(s) used by the Contractor for the purpose of discharging his obligation under the Contract.
- “The 1985 Act” Means the Transport Act 1985 and any amendments that may be made thereto.
- “The 2000 Act” Means the Transport Act 2000 and any amendments that may be made thereto.

Any special conditions set out in the Contract or annexed hereto shall form part of the Conditions of Contract and in cases of conflict the special conditions shall prevail over the conditions set out in this document.

The headings of these conditions shall not be deemed to be part thereof and shall not affect the construction or interpretation of the same.

The Operator shall provide the Service on the terms and conditions hereinafter set out –

1. GENERAL

- 1.1 The Council shall be the sole hirer of any Vehicle during any period it is in use carrying out the Contract.
- 1.2 Any change to the details of ownership of the Contractor's business must be notified immediately to the Council in writing detailing the exact nature of the changes.
- 1.3 The Contractor undertakes hereby to keep confidential and not to disclose without the Council's written consent any trade or business secrets or similar confidential information supplied by the Council to the Contractor save when ordered to do so by a Court or Tribunal of competent jurisdiction.
- 1.4 The Council shall be entitled, on giving notice in writing to the Contractor, to cancel forthwith the Contract and to recover from the Contractor the total amount of any loss resulting from such cancellation, if it is proved that the Contractor shall have offered or given or agreed to give any person, any gift or consideration of any kind as an inducement or reward for doing something in relation to the obtaining, or the execution of the Contract, or any other Contract with the Council, or for showing or to show favour, or disfavour, to any person employed by him, or acting on his behalf, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under Sub-Section 2 of Section 117 of the Local Government Act 1972.
- 1.5 The Contractor shall not, whether him/herself, or by any person employed by him/her to provide the Service, as detailed in the Tender documents. solicit any gratuity, tip or any other form of money or gifts and payments in kind taking or reward, collection, or charge for any part of the Service other than bona fide charges approved by the Council.
- 1.6 If any provision of the Contract shall become or be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.
- 1.7 In the case of strikes, lock-outs or any unavoidable total or partial stoppage of work, the Contract may be suspended by the Council.
- 1.8 The Contract constitutes the whole agreement and understanding of the parties as to the subject matter hereof and there are no prior to contemporaneous agreements or understandings between the parties with respect thereto.
- 1.9 The Contractor must meet all legislation relating to Environmental Standards as enacted by governing bodies at all operational bases and in the standard of vehicle operated.

2. OPERATORS LICENCE

- 2.1 The Contractor shall for the Contract Period at his/her own expense have and keep in force a Public Service Vehicle Operators Licence or Permit as required by Sections 12 or 46 of the Public Passenger Vehicles Act 1981, or section 20 of the 1985 Transport Act, or the relevant classification, which permits the operation of the Contract in the manner proposed, and shall produce the licence at any time as required by the Council for inspection by an authorised officer.
- 2.2 In the event that the said licence or permit shall be suspended, revoked or have conditions attached to it which inhibit in any way the operation of the Contract, the employment of the Contractor under the Contract shall be forthwith automatically determined. The Contractor shall allow or pay to the Council the amount of any direct loss and/or damages caused to the Council by that determination. The Contractor shall notify the Council within seven days of any change to his/her PSV Operator's Licence or Permit made by the Traffic Commissioner.

3. CERTIFICATE OF COMPETENCE

- 3.1 The Operator shall provide details (if requested) of the Certificate of Professional Competence held in respect of his/her undertaking and shall notify the Council in writing immediately, if requested, of any changes relating to the holder of the Certificate.

4. INDEMNITY AND INSURANCE

- 4.1 The Contractor shall indemnify and keep indemnified the Council against injury to, or death of, any person, and loss of, or damage to, any property including property belonging to the Council, arising out of directly or indirectly the provision of or failure to provide the Service except and to the extent that it may arise out of the act, default or negligence of the Council its employees or agents not being the Contractor or employed by the Contractor and except as aforesaid against all actions, claims, demands, proceedings, damages, costs charges and expenses whatsoever in respect thereof, or in relation thereto.
- 4.2 The Contractor's liability and indemnity to the Council arising under this condition 4 shall be without prejudice to any other right or remedy available to the Council and in particular shall not prejudice in any way the ability of the Council to enforce any guarantee given pursuant to this Contract at any time and in any manner whatsoever.
- 4.3 Without prejudice to its liability to indemnify the Council under this condition 4 the Contractor shall throughout the Contract Period maintain such insurances as are necessary to cover any liability arising under this condition 4 and the Contract generally. Such insurance cover shall not be less than five million pounds in respect of any one incident and the insurance policy affecting such cover shall have the interest of the Council noted thereon.
- 4.4 Insurance in respect of personal injury or death of any person arising under a contract of service with the Contractor and arising out of an incident occurring during the course of such person's employment shall be maintained by the Contractor and shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and any statutory orders made there under.
- 4.5 The Contractor shall at the commencement of the Contract Period and thereafter upon request, produce to the Council a copy of the policies affecting the insurances referred to in this condition 4 together with documentary evidence that such insurances are properly maintained.

- 4.6 Should the Contractor make default in insuring or in continuing to insure as provided in this condition 4 the Council may itself provide such insurance and may charge the cost of such insurance together with an administration charge of 10% of such cost to the Contractor either by way of deduction from amounts payable by the Council to the Contractor under the terms of the Contract or by recovering the same as a debt to the Council from the Contractor. This right is without prejudice to any other right or remedy that the Council may have.

5. THE CONTRACT

The Tender submitted to the Council will be an offer and if the Council accepts that offer by counter-signing the Tender then the Tender shall form a binding Contract together with the Conditions of Contract and the Timetable and Operating Instructions. Any special conditions set out in the Contract or annexed hereto shall form part of the Conditions of Contract and in cases of conflict the special conditions shall prevail over the conditions set out in this document.

The Operator shall, on each day on which the Service is specified by the Council to be operated, operate that Service in accordance with the route, vehicle, timetable and fare table, or any other conditions set out as part of these conditions or as specified within the Contract and shall not make any change of any kind to the Service without obtaining the prior written approval of the Council.

Where appropriate the Operator may make recommendations to the Council for improving the financial performance of the Contract.

5.1 SUB-CONTRACTING AND ASSIGNMENT

- 5.1.1 The Contract shall not be transferred, assigned or sub-let by the Contractor without the written consent of the Council except in the case of a single journey emergency in which case the Contractor may sub-contract the provision of the Service for the single journey. Where there is a requirement for the Contract to be sub-let for more than one operational day the Council must be consulted and approval sought in writing. The Contractor shall be responsible for ensuring observance by the transferee, assignee or sub-Contractor, of the conditions and requirements of the Contract.
- 5.1.2 The Council will only consent to the Contract being transferred, assigned or sub-let, as set out in Condition 5.1.1, to an operator who is approved by the Council for this type of operation and is on the Council's current List.
- 5.1.3 Any sub-contractor shall be bound by the terms of these Conditions for the duration of the sub contract.
- 5.1.4 Where sub-contracting takes place, the sub-contractor must display a notice, visible to intending passengers, stating that the vehicle is on hire to the Contractor.
- 5.1.5. The Council will monitor all activity relating to sub-contracting and if, over a single financial period the Contract has been operated by an operator other than the Contractor on more than 5 operational days, the Council reserve the right to terminate the contract within the terms of paragraph 5.6 of this contract.

5.2 AGENCY

- 5.2.1 The Contractor and its employees are not and shall not in any circumstances hold themselves as being a servant or agent of the Council.
- 5.2.2 The Contractor is not and shall in no circumstances hold themselves as being authorised to enter into any contract on behalf of the Council or any other way to bind the Council to the performance, variation, release or discharge of any obligation.
- 5.2.3 The Contractor has not and shall in no circumstances hold him/herself out as having the power to make, vary, discharge or waive any bye-law or regulation of any kind.

5.3 REVISIONS TO SERVICE

- 5.3.1 If at any time during the Contract Period the number of passengers to be carried varies in any respect, such that in the opinion of the Council it is possible to either carry those passengers in a vehicle smaller than that provided under the Contract or that it is necessary to provide a larger or additional vehicle, then the Council shall serve due notice on the Contractor specifying such amended provisions as the Council deems necessary and, subject to Conditions 5.3.4, the Contractor shall comply with the said notice within the time stated therein, provided that such compliance would not put the Contractor in breach of any conditions attached to his/her PSV Operators' Licence or Permit.
- 5.3.2 If at any time during the Contract Period the Council gives notice that it requires a modification to be made to the route followed or to the timetables provided by the Service then the Contractor shall comply with the said notice within the time stated therein.
- 5.3.3 The cost of any variation or revision made pursuant to condition 5.3.1 or 5.3.2 above shall be ascertained by the Council in accordance with the Rates applicable at the time of the variation or revision, provided that:
 - 5.3.3.1 where the required modification to vehicle capacity utilised, the route mileage or the operational time involved amounts to an increase or decrease of less than 10 (ten) percent from that current immediately prior to the variation or revision, then the Rate in force will not be revised.
 - 5.3.3.2 The Council shall be entitled to exercise its right to make a revision or variation only once during the Contract Period.
- 5.3.4 Within 14 days of receipt of a Council notice requiring the Rates or conditions to be revised in pursuance of Condition 5.3.1 or 5.3.2 above, the Contractor may, by three months notice in writing to the Council, terminate the Contract without prejudice to the accrued rights of either party, but shall not be entitled to compensation or damages for such termination.

5.4 DURATION AND EXTENSION OF CONTRACT PERIOD

- 5.4.1 In the case of the Contract being operated as a Closed Contract for the purpose of home to school transport the Contract Period shall be the period specified in the Tender provided that this period and any extension shall not exceed 5 years in total unless a longer period is subsequently permitted by legislation. The Contract may be determined early by either party giving a minimum of three calendar months' written notice to the other such notice timed to expire at the end of a school term or half term.

- 5.4.2 In the case of Contract being operated as a registered local bus service the Contract Period shall be the period specified in the Tender provided that this period and any extension shall not exceed 5 years in total unless a longer period is subsequently permitted by legislation. The Contract may be determined early by either party giving a minimum of three calendar months' written notice to the other party.
- 5.4.3 Subject to the limitation set out at condition 5.4.1 and 5.4.2 above and the conditions set out below, the Contract Period may be extended by the Council giving a minimum of six months notice to the Operator:
Any extension of the Contract shall be subject to the following conditions:
- (i) the specification of the Service shall be substantially the same as the Specification applying prior to the period of extension;
 - (ii) the period of extension of Contract shall not exceed the period of the original Contract Period without formal approval of the County Council;
 - (iii) subject to the procedures for revisions and variations set out in condition 5.3, the extension of the Contract shall be at the Rates in force at the time of the extension and on the same terms and conditions.

5.5 DEFAULT

- 5.5.1 If the Contractor fails to provide the Service or any part thereof with due diligence or in a proper, skilful and workmanlike manner, or to the standard specified in the Contract, the Council may:
- (a) instruct the Contractor to make good the failure and may deduct from the four-weekly period payment such amount as is fair and reasonable having regard to that failure. Such sums shall be based upon the mileage that failed to operate as a proportion of the overall mileage operated by Contractor under the Contract; or
 - b) itself provide or employ and pay other persons to provide the Service or any part thereof and such costs incurred thereby (including a 25% administration charge) shall be due to the Council from the Contractor and may be deducted from any sum due or to become due to the Contractor.
- Such arrangements may continue until the later of either:
- (a) the Contractor shall have proved to the reasonable satisfaction of the Council that such Service or such part thereof will once more be provided by the Contractor to the Contract standard, or
 - (b) the time needed by the Council to terminate such interim arrangements as it may have arranged for provision of the Service or the part thereof as the case may be.
- The rights of the Council under this Condition 6 shall be without prejudice to its rights under the Contract including but not limited to Condition "Termination".
- 5.5.2 The Contractor shall permit duly authorised and identified officers of the Council access to vehicles at any time during the operation of the Contract (and to travel on those vehicles if necessary), in order to monitor the operation of the Contract and carry out Travel Pass checks. Checks may also be conducted by observation without boarding the vehicle.
- 5.5.3 Any question arising as to the right of any person to be conveyed by the Contractor by virtue of this Contract shall be referred to the Council whose decision shall be final.
- 5.5.4 The Council shall not be held responsible for any damage howsoever caused to the vehicle by the passengers carried therein or from any other cause.

5.6 TERMINATION

- 5.6.1 This Contract shall remain in force for the Contract Period without prejudice to conditions "Operation of the Service" and "Default" of this Contract. In addition, the Contract may be terminated in writing at not less than three months notice by either party or earlier subject to mutual agreement.

In the case of the Contract being operated as a closed contract for the purpose of home to school transport the Contract shall not normally exceed 5 years or a longer period as determined by legislation but may be determined by either party giving three calendar months written notice to the other. However, notwithstanding this requirement, no such closed contract may be terminated other than at the end of a school term or half term.

5.6.2 If :-

- a) the Contractor shall do all or any of the following:
 - i) commit a breach of any of its obligations under the Contract (each such obligation being a condition of the Contract not a warranty) which in the case of a breach capable of remedy has not been remedied by the Contractor within 14 days of written notice from the Council requiring remedy; or
 - ii) suspend payment to or convene or hold a meeting of creditors or commit an act of bankruptcy or (being a Company) shall have a receiver appointed pursuant to the Insolvency Act 1986 or by the Court or any debenture holder or shall have an administrator appointed pursuant to the Insolvency Act 1986 or shall go into liquidation (other than for the purpose of solvent amalgamation or reconstruction) or make a composition with its creditors or any arrangements for the benefit of such creditors or if distress or execution shall be levied or threatened upon any of its property or any judgement against it shall remain unsatisfied for more than 14 days; or
- b) there shall be a change in control of the Contractor or (where the Contractor is a subsidiary company) in its ultimate holding company; or any of the undertakings and representations set out in the Tender shall prove to be untrue or incorrect, then in any such circumstances the Council may without prejudice to any of its remedies under the Contract and without prejudice to any rights of action which shall accrue or shall have directly accrued to the Council terminate the whole of the Contract by notice in writing to the Contractor from such date (including the date of service but subject to a maximum of three (3) months from the date of service) as is specified therein.

5.6.3 If the Contractor's employment is terminated as provided in this Condition, the Council shall:-

- a) cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Contractor's employment shall have been calculated and provided such calculation shows a sum or sums due to the Contractor;
- b) be entitled to repossess any of its materials, equipment, vehicles or other goods loaned or hired to the Contractor and to exercise a lien over any of the materials, equipment, vehicles or other goods belonging to the Contractor and upon the Council's premises at the date of such termination for any sum due hereunder or otherwise from the Contractor to the Council;
- c) be entitled to employ and pay other persons to provide and complete the provision of the Service or any part thereof;
- d) be entitled to deduct from any sum or sums which would otherwise have been due from the Council to the Contractor under this Contract, or any other Contract, or be entitled to recover the same from the Contractor as a debt, any loss or damage to the Council resulting from or arising out of the termination of the Contractor's employment. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Contractor's employment and in making alternative arrangements for the provision of the Service or any part thereof;

- e) when the total costs, loss and/or damage resulting from or arising out of the termination of the Contractor's employment have been calculated and deducted so far as practicable from any sum or sums which would otherwise have been due to the Contractor, any balance shown as due to the Council shall be recoverable as a debt, or alternatively, the Council shall pay to the Contractor any balance shown as due to the Contractor.
- 5.6.4 The rights of the Council under Condition "sufficiency of Information" and this Condition are in addition to and without prejudice to any other rights the Council may have to claim the amount of any loss or damage suffered by the Council an account of the acts or omissions of the Contractor whether pursuant to the guarantee or otherwise.
- 5.6.5 At the time of termination, or by notice within 14 days thereof, the Council may require the Contractor to assign to it and if so required the Contractor shall forthwith assign to it, the benefit of any Agreement for the performance of the Service.
- 5.6.6 The Council reserve the right where a serious breach of Contract has occurred, to omit the warning stages set out in Schedule 1 and to move directly to the final warning stage or to immediate termination of the Contract. Furthermore, the Council reserve the right in cases where there is a persistent failure to comply with the Contract requirements which would not in isolation warrant termination of the Contract, to make financial deductions from the Contractor's account at a rate to which has been notified to the Contractor at the earlier warning stages.

6. QUALITY OF SERVICE

- 6.1 For the purposes of Sections 24 and 25 of the Public Passengers Vehicles Act 1981 the Contractor authorises the Council's authorised officers to act as an inspector on any vehicle used by the Contractor for the Service. The said officers shall be permitted to board without notice and travel without charge on vehicles provided for the Service on display of a SCC issued surveyors pass. The officers shall travel for the purpose of surveying passenger travel patterns, the reliability or regularity and standard of service provided and where applicable to inspect tickets, passes and permits, fare receipts, waybills or other records or equipment kept by the Contractor's drivers or other staff to ensure compliance with the Contract.
- 6.2 Observations of the Service may also be carried out without boarding of the vehicle.
- 6.3 These inspections/surveys/observations may lead to the issue of breach notices as in schedule 1
- 6.4 The Contractor shall ensure that vehicles wait for up to 10 minutes for late connecting services (bus or train) where such connections are indicated in the Contract or are notified to the Contractor in writing.
- 6.5 A passenger assistant shall be provided on all vehicles where specially required by the Timetable and Operating Instructions.
- 6.6 In the event that the Contractor fails for any reason to provide the Service in whole or part as required under the Contract the Council shall have the right to issue a written warning, apply an administration charge and issue breach points in accordance with Schedule 1. The Council may terminate the Contract forthwith and without prejudice to its right at common law or any other right it may possess, once 100 points have been accrued in any 3 rolling financial periods.
- 6.7 No liability shall attach to the Contractor in the event of his failure to perform any part of this Contract satisfactorily if it can be demonstrated to the satisfaction of the Council that such failures arose wholly as a result of events over which the Contractor had no control.
- 6.8 The Contractor shall have in place a complaints policy and shall in the first instance manage all passenger complaints that relate to the contracted Service. The

Contractor shall also provide the Council and its officers with every assistance in dealing with any passenger complaints received by the Council, and shall take such remedial measures as may be agreed between both parties without prejudice to the right of the Council to take action under other relevant conditions of this Contract where persistent failure to deal with complaints is adjudged by the Council to contravene those conditions.

- 6.9 Data relating to the standard of service delivery will be collated over the operational period of the Contract and may be used as a performance indicator when contracts are next tendered. Such data will include all of the subjects covered in this section and other factors covered in other sections relating to vehicles and drivers/assistants. This list is not exhaustive and may over time include other aspects of performance monitoring. Data will comprise of those compliance notices already notified to the operator based upon the observations of Council officers but may also include consideration of Court proceedings and entries by the Traffic Commissioner on Notice and Proceedings pertaining to the Operator.
- 6.10 The Contractor shall make appropriate arrangements to deal with lost property in accordance with the Public Service Vehicle (Lost Property) Regulations 1978 as made and amended.

7. VEHICLES

- 7.1 All vehicles provided by the Contractor must comply in all respects with relevant legislation, and any regulations made there under so far as are relevant. The Contractor shall exhibit appropriate documentation to the Council as and when required, and vehicles shall be open to inspection by Council officers. At the time of commencement of the Service the age of the vehicle/vehicles to be used should not exceed ten years in the case of purpose designed buses; small buses based on a van-derived base vehicle shall be not more than 3 years old at the commencement of the Service. The maximum permissible age of vehicles used will increase by one year for each year of the Contract which elapses. The type and size of vehicles to be used must be in accord with the vehicle details set out in the Contract Documents. Sufficient carrying capacity to meet the demand on each journey shall be provided, including the provision of duplicates when required to meet Council requirements as specified in the tender documentation.
- 7.2 The council reserve the right to waive the age conditions set out in 7.1 in the case of certain contracts and specifically permit the use of older or non compliant vehicles.
- 7.3 Vehicles used in the performance of any Contract operating as a registered local bus service shall comply with the Public Service Vehicle Accessibility Regulations 2000 (PSVAR). For urban services, vehicles shall comply with Schedules 1 and 2 of PSVAR. For rural or inter-urban services vehicles shall comply with either Schedules 1 and 2 or Schedules 1 and 3 of PSVAR. If an alternative tender is submitted with vehicles which are not fully compliant to the specified standard, tenderers shall clearly state what standard the proposed vehicles do comply with (e.g. only one of the PSVAR schedules, or DIPTAC standards.)
- 7.4 In the case of vehicles manufactured and/or first used after the relevant dates in PSVAR Regulation 3, compliance with the PSVAR Schedules is statutory and no alternative will be considered. Where the regulations require, this will entail providing means of access and space for a wheelchair and the effect of this on maximum seating capacity will need to be taken into account in tendering against specified passenger numbers to be carried.
- 7.5 The Operator shall allow the Council's duly authorised representative to enter the Operator's premises at any reasonable time for the purpose of inspecting the vehicles used in the provision of the Service, the Operators maintenance facilities and the records kept for the said vehicles. The Operator may be required, at their expense, to submit any vehicle observed in service on the Contract for inspection at an appropriate place designated by the Council, should the Council have cause or

reason to consider it necessary. Additionally the Operator shall co-operate fully with any checks carried out by other agencies that may include VOSA, Police or any combination of the above. The Council reserve the right to inspect the vehicles and/or to require the Contractor to provide and meet the costs of an independent certificate which confirms that a vehicle is fit for the purpose and complies with all legislation appropriate to such vehicles.

- 7.6 If any vehicle being used on, or which is normally used to operate the Service specified in this Contract, is prohibited from use with immediate effect by a duly authorised officer of the Vehicle and Operator Service Agency (VOSA) (an “immediate prohibition”), then the Contractor shall inform the Council of the details of each such prohibition notice in writing within one working day of the prohibition notice being issued. The Council may then, at its discretion suspend, vary or terminate the Contract.
- 7.7 The Operator shall not use in connection with this or any other contract between the Operator and the Council, any vehicle which is found to have a defect which could affect the safety or wellbeing of passengers.
- 7.8 The Contractor shall notify the Council immediately of any accident in which the passengers being conveyed are involved or of a road traffic or other accident in which any vehicle used in the Contract is involved and shall, where required by the Council, provide a written report. The Contractor shall also notify the Council at the earliest opportunity of any proceedings taken against the driver of the vehicle or the Contractor for any Road Traffic Act offences which occur whilst passengers are being conveyed.
- 7.9 In the event of a vehicle breakdown in the course of a journey when passengers are being carried under the Contract, the driver must not leave the vehicle unattended unless help is available in the immediate vicinity. If it would otherwise mean that passengers are left on their own with the vehicle, then the driver should seek assistance from passing motorists or pedestrians.
- 7.10 On all PSV licensed vehicles the driver must have direct control over the opening and closing of the passenger door either by electrical, pneumatic or mechanical means, unless a Conductor is also employed or a passenger assistant is provided.
- 7.11 The minimum seating capacity required for this Contract is shown in the Contract Documents. Standing capacity should not be taken into account when calculating capacity.
- 7.12 The Contractor shall be responsible for ensuring that the type of vehicle he/she intends to operate is suitable for the route proposed and can be operated to the timetable schedule prior to the submission of the Tender.
- 7.13 The Council reserves the right, during the validity of the Contract, to require that all vehicles used on contracted services should be fitted, either permanently or temporarily, with a form of approved two-way radio communication equipment capable of transmitting and receiving messages between vehicle(s) and a base station.
- 7.14 Unless otherwise agreed in writing with the Council, all vehicles used to provide the Service must display at the front of the vehicle a destination display which shows the destination of the journey together with the route number. When appropriate this display should be illuminated. The display must be in such a position so as to be clearly seen by potential passengers, or a distance of 50m.

- 7.15 Where specified in the Contract Documents, a Service must use vehicles fitted with Automatic Vehicle Location equipment and other associated equipment which will be supplied by the Council for use during the Contract Period in order to drive the Council's real time passenger information system.

In such cases the Operator will be required to participate in the Real Time Passenger information Operator Agreement and adhere to all conditions set out therein. This signed Agreement shall form part of the Contract.

Where there is a requirement in the Contract Documents for use of Automatic Vehicle Location equipment the Operator shall:

- a) Ensure that services are operated using a vehicle with Automatic Vehicle Location equipment; and
- b) Ensure that for each journey operated, the driver enters the service number, duty number and journey number into the Automatic Vehicle Location equipment (or interfaced Electronic Ticket Machine) prior to each journey in accordance with the automatic vehicle location system manufacturers' recommended modus operandi.

All equipment shall conform to the requirements as advised from time to time by the Council.

- 7.16 The Automatic Vehicle Location equipment will be used to provide location information to the Council's Real Time Passenger Information system. This system will provide service information to intending passengers.
- 7.17 The Contractors will make available, when requested, vehicles to be used on the Contract for the initial installation of equipment, the maintenance of equipment and for the removal of equipment. Notice will be given for any work which needs to be undertaken on the vehicles. This work will normally be undertaken at the vehicles operating base.
- 7.18 The Contractor shall provide operational data necessary to configure the Real Time Passenger Information system. This will include, but may not be restricted to, running board information, driver duty information, journey numbers, service numbers and departure times.
- 7.19 Any changes to information provided under the terms of 7.17 will be required to be notified to the Council. (e.g. change of driver duty numbers)

8. DRIVERS AND OTHER STAFF

- 8.1 Any contractor must submit to a check of the most extensive available kind being made with the Criminal Records Bureau in accordance with Part V of the Police Act 1997 in respect himself/herself (if an individual) and any of the Contractor's employees or other persons engaged on home-to-school transport contracts or engaged in the transport of vulnerable children and adults.
- 8.2 All contractors shall also ensure that the Contractor or his/her employee or other person must be registered with the Independent Safeguarding Authority for these purposes.
- 8.3 In respect of Para 8.1 and 8.2 the council may require that such checks are undertaken by the Council and that the costs incurred of any such checks will be met by the operator.

- 8.4 Where any person discloses any convictions or is found to have any convictions following the results of a Criminal Records Bureau check that in the opinion of the Council indicates that there is cause for concern regarding his or here suitability to be involved in the provision of the contract or who is identified by the Independent Safeguarding Authority check as unsuitable, he or she must not be used in connection with the Contract.

Employees must not be employed on contracts until all such checks have been undertaken and completed to the satisfaction of the Council. The Council reserve the right to specify that a person is not suitable to drive or to be carried as the conductor or the passenger assistant

- 8.5 Contractor's passenger assistants shall attend the Council's training information day.
- 8.6 The Contractor shall provide a fully competent, proficient and appropriately licensed driver for each vehicle used for the purpose of the Contract, who, in all ways, complies with any conditions as may be defined by legislation.
- 8.7 The driver, conductor and contractor's passenger assistant shall for all purposes be deemed to be the servants of the Contractor.
- 8.8 The contractor shall, on demand, produce to the Council or their authorised officers, all relevant documents pertaining to the drivers, conductors and passenger assistants used in pursuance of the Contract.
- 8.9 Contractors should note that they and their drivers and passenger assistants may be provided with advice and/or instructions by the Council regarding the needs of specific passengers being conveyed. In such cases, Contractors and their staff must act in accordance with the advice/instructions they have been given.
- 8.10 Contractors and their drivers and passenger assistants may be provided with advice on steps to be taken in the event of an emergency in the course of a journey. Various emergency contact telephone numbers related to specific passengers may be provided and such information must be carried on the vehicle on every journey. In connection with such situations the availability to the driver or passenger assistant of a mobile phone or two way radio is strongly recommended. These should only be used by the driver when the vehicle is stationary.
- 8.11 The Contractor shall at all times and at its own expense provide and pay the wages of a competent driver or drivers holding the appropriate licences for each type of vehicle operated in accordance with the Road Traffic Acts, Transport Acts, Public Passenger Vehicles Act 1981, and any Regulations made there under. All such drivers shall maintain the highest standards of courtesy and consideration to the public and to the Council's employees and whilst providing the Service remain the employee of the Contractor. The Contractor shall ensure that drivers employed by him/her comply with the Driving Hours Regulations laid down under the Public Passenger Vehicles Act 1981 and EU Regulations 543/69 as appropriate and as amended or re-enacted from time to time. In addition, no driver shall smoke, drink alcohol or take prohibited drugs on any vehicle whilst fulfilling the obligations of the Contract.
- 8.12 The Council shall be entitled to cancel the Contract forthwith if the Contractor fails to comply with the requirements set out in the foregoing conditions concerning drivers and other staff.

9. DEALING WITH INFORMATION

9.1 Freedom of Information.

The Contractor shall provide all relevant information which may be required by the Council without charge and as soon as reasonably practical, in order that the Council may act fairly, properly and in accordance with its statutory obligations with regard to the Freedom of Information Act 2000.

9.2 Data Protection.

The Council and the Operator acknowledge that for the purposes of the Data Protection Act 1998, the Council is the Data Controller and the Operator is the data Processor of any Personal Data.

The Operator shall process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes of this Agreement and in accordance with the Council's instructions from time to time and shall not process the Personal Data for any other purpose. The Operator will keep a record of any processing of personal data it carries out on behalf of the Council.

The Operator shall promptly comply with any request from the Council requiring the Operator to amend, transfer or delete the Personal Data.

If the Operator receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Act 1998 and the data protection principles set out therein, it shall immediately notify the Council and it shall provide the Council with full co-operation and assistance in relation to any such complaint, notice or communication.

At the Council's request, the Operator shall provide to the Council a copy of all Personal Data held by it in the format and on the media reasonably specified by the Council.

The Operator shall not transfer the Personal Data outside the European Economic Area without the prior written consent of the Council.

The Operator shall promptly inform the Council if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Operator will restore such Personal Data at its own expense.

The Operator shall:

- a) process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments;
- b) take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure the Council's compliance with the seventh data protection principle; and
- c) notify the Council immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data

Operators employees

- 9.2.1 The Operator shall ensure that access to the Personal Data is limited to:
- a) Those employees who need access to the Personal Data to meet the Operator's obligations under this agreement.
 - b) In the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for the performance of that employee's duties.
- 9.2.2 The Operator shall ensure that all employees:
- a) are informed of the confidential nature of the Personal Data;
 - b) have undertaken training in the laws relating to handling personal data; and
 - c) are aware both of the Operator's duties and their personal duties and obligations under such laws and this Agreement.
- 9.2.3 The Operator shall take reasonable steps to ensure the reliability of any of the Operator's employees who have access to the Personal Data.

Rights of the Data Subject

- 9.2.4 The Operator shall notify the Council within two working days if it receives a request from a Data Subject for access to that person's Personal Data.
- 9.2.5 The Operator shall provide the Council with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data.
- 9.2.6 The Operator shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of the Council or as provided for in this Agreement.

Rights of the Council

- 9.2.7 The Council is entitled, on giving at least two days' notice to the Operator, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Operator.
- 9.2.8 The requirement to give notice of termination will not apply if the Council believes that the Operator is in breach of any of its obligations under this Agreement.
- 9.2.9 The Operator agrees to indemnify and keep indemnified and defend at its own expense the Council against all costs, claims, damages or expenses incurred by the Council or for which the Council may become liable due to any failure by the Operator or its employees or agents to comply with any of its obligations under this Agreement.
- 9.2.10 Without prejudice to the Council's rights in relation to the approval of sub-contracting which are set out elsewhere in this Agreement, the Operator may only authorise a third party (sub-contractor) to process the Personal Data:
- a) subject to the Council's prior written consent where the Operator has supplied the Council with full details of such sub-contractor;
 - b) provided that the sub-contractor's contract is on terms which are substantially the same as those set out in this Agreement; and
 - c) provided that the sub-contractor's contract terminates automatically on termination of this Agreement for any reason.

10 MISCELLANEOUS GENERAL CONDITIONS

10.1 TRAVELINE

- 10.1.1 The Operator shall participate in Traveline
- 10.1.2 Where a local bus service contract has been awarded on a Fixed/Minimum Subsidy basis, the Contractor shall be responsible for the payment of costs invoiced by EAPTIS Ltd in connection with the provision of information as part of the national Traveline service. Failure to pay these costs may result in the Council making a deduction from the contract rate, including an administration charge.
- 10.1.3 Where a local bus service contract has been awarded on a Revenue Guarantee/Cost basis, the payment of costs invoiced by EAPTIS Ltd in connection with the provision of information as part of the national Traveline service shall be the responsibility of the Council.

10.2 NOTICES AND COMMUNICATIONS

Any notice to the Contractor shall be deemed to be sufficiently served if delivered at or sent by post or facsimile transmission to his/her usual or last known place of abode or business and any notice to the Council shall be deemed to be sufficiently served if delivered or similarly posted or sent by facsimile transmission. Every notice shall be deemed to have been received by the addressee on the second business day after the date of posting or on successful facsimile transmission, as the case may be. In every case the notice must state clearly the contract or contracts to which the notice refers.

10.3 CRIME AND DISORDER ACT 1998

When planning a Service to be operated, the Council will have regard to its obligations under section 17 of the Crime and Disorder Act 1998 and the Operator agrees to have in place for the Contract Period appropriate measures and systems to ensure that the risk of crime associated with the performance of the Service is managed and minimised. This may include consideration of such issues as cash handling, lone workers and the manner of operating late night services although this must not be taken as an exhaustive or comprehensive list of the areas to be considered.

Appendix 1
CONDITIONS RELATING TO PAYMENTS

1.1 HOME TO SCHOOL CONTRACTS

- 1.1.1 Payment shall be made not less than monthly by the Council, in arrears, on receipt of the Contractor's invoice and on the Council being satisfied by the certificates of the Council's authorised officers that the journeys charged for by the Contractor have been carried out. The Council shall make payment against appropriately certified invoices within 28 days of receipt.
- 1.1.2 The Contractor shall make every reasonable effort to run the Service in adverse conditions of snow, ice, flood or any other extraordinary circumstances. When the Contractor is unable to provide the Service for reasons beyond his/her control, the Council will pay only 50% of the appropriate Rate provided that details accompany the invoice for the relevant period. Failure to submit satisfactory details will mean no payments for the journeys not operated.
- 1.1.3 The rate of payment will be that specified in the Tender and confirmed in the Letter of Acceptance. This rate shall remain fixed for a minimum period of 12 months from the commencement of the Contract Period. The only exception to this during the first 12 months of the Contact Period shall be where there is a revision or variation to the Service pursuant to condition 5.3
- 1.1.4 Notwithstanding Condition 1.1.3 of this Appendix the Council or the Contractor may make a written request for a review of the payment for a Contract at any time after the first anniversary of the commencement of the Contract, and subsequently providing the request does not occur within 12 months of any earlier review. Under the terms of this Condition no adjustment to a payment will be backdated. Any review of Contract cost will be determined by the rate of increase in operating costs as calculated and referred to as the Transport Index.

1.2 LOCAL BUS SERVICE CONTRACTS

- 1.2.1 The Operator shall submit to the Director of Environment and Transport of the Council an invoice at the end of each period and this shall be presented within ten days of the end of each period. The Council will on an annual basis advise all Operators of the relevant dates for these periods.

The invoice shall be supported by a record of operation of the Service, including any contracted mileage not operated for whatever reason and such other information as the number of passengers carried, the total fare revenue, the number of concessionary passengers and other information as may be required from time to time. This information shall be provided in the format and manner prescribed in condition 1.2.6 of Appendix 1.

No payment will be made until the required supporting information is supplied.

- 1.2.2 Within 14 days of receipt of the invoice and all supporting information, the Director of Environment and Transport shall issue a certificate certifying the amount due to the Operator having regard to any adjustments pursuant to the Contractor and any sum to be added by way of VAT. Within 14 days of the issue of such a certificate the Council shall pay such amount as may be properly due to the Operator.
- 1.2.3 Where the Contract has been awarded on the basis of a Minimum Cost (i.e. Revenue Guarantee) Agreement, the following shall be deducted from the sum tendered in respect of every invoice received by the Council:-
- a) The total Fare revenue declared by the Operator for the period in pursuance of Condition 1.2.1. This shall include not only Fares collected by the driver(s) of the Service, but any off-bus revenue attributable to the Service, e.g. season ticket sales.
 - b) Payment made by any Local Education Authority for the provision of home-to-school transport for school children or students on the Service

- 1.2.4 If, in any week, the total of such deductions as specified in condition 1.2.3 exceeds the Rates for the Service then such excess shall be refunded to the Operator by way of a credit to the operator against future payments
- 1.2.5 The Council reserves the right to make retrospective adjustments to the statement of account for the Contract in the event of inaccuracies in sums described at 1.2.1 to 1.2.3 being revealed. An administration charge will also be made under the terms of schedule 1 in relation to the failure of the Operator to operate the Service as specified and where breach points may be applied under this schedule.
- 1.2.6 The Contractor shall supply an invoice quoting the Contract number(s), the period covered by the claim, the amount claimed and the following supporting information on a 4 weekly basis from the start of the Contract Period using the performance monitoring forms supplied or in an electronic format to be agreed with the Council. No payments will be made until this information is provided. Requests for payment for all Contracts held by the Contractor shall be made on a single invoice for each such period. Where invoices for Revenue Guarantee Contracts are raised, the sum(s) due should be calculated net of all relevant income (i.e. passenger fares).

The supporting information required will be:-

- a) total passenger;
- b) total fare revenue;
- c) mileage operated;
- d) mileage not operated and reasons for non operation; and
- e) any other information as may be required from time to time.

The Council will retain the right to audit the information supplied and the Contractor will provide reasonable access to premises to authorised Council officers to examine any aspect of the operation and finances of the Service(s) secured by the Council.

1.3 RECOVERY OF SUMS DUE TO THE COUNCIL

- 1.3.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to the Council the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract between the Contractor and the Council.
- 1.3.2 In the event of any failure by the Contractor to pay the Council any sum due under the Contract or under any other Contract between the Contractor and the Council, the Contractor shall further pay to the Council Interest at the applicable daily rate. Such interest shall run from day to day and shall accrue before and after any judgement and will be compounded until payment thereof.

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Appendix 2 -
CONDITIONS RELATING SPECIFICALLY TO CONTRACTS OPERATING REGISTERED
LOCAL BUS SERVICES

This section draws together all the specific requirements and other information regarding contracted services operated as registered local bus services and forms part of the Conditions of Contract. It must therefore be considered in conjunction with and, where appropriate, in addition to the general requirements and conditions set out elsewhere.

1. REGISTRATION

- 1.1 Where the Service has to be registered in accordance with the 1985 Act, the Contractor is solely responsible for securing the registration or variation of registration as required. Any registration or variation may be completed on behalf of the Contractor by the Council at the charge prevailing at the time and as advised by VOSA. The registration forms must be supplied to the Council within one week of the award of the Contract or by a date specified by the Council at the time of the award of the Contract. In any case registrations shall be submitted in accordance with the time scales laid down by the Traffic Commissioner. The Council may terminate the Contract should the Contractor fail to register or vary as appropriate the registration of the Service.
- 1.2 The Contractor will be liable for payment of all fees due to the Traffic Commissioner in respect of initial registration. In those cases where subsequent variations of registration are required, as a result of any changes made to the specification of Service at the request of the Council as opposed to those requested by the Operator, during the period of duration of the Contract, or in the period between its registration and commencement of the Service, or as otherwise agreed, the Council will accept liability for all fees payable to the Traffic Commissioner.
- 1.3. The Council will only support registrations that fail to meet the time scales laid down by the Traffic Commissioner in exceptional circumstances or where it has not been possible to meet these due to the date of the award of the Contract.
- 1.4 It is the responsibility of the Contractor to claim any bus service operators grant due under Section 92 of the Finance Act 1965 and Section 110 of the Transport Act 1985 in respect of the Service or to make claims under any subsequent schemes as enacted by legislation.

2. TRAVEL SCHEMES

- 2.1 The Contractor shall carry holders of valid Suffolk Countywide concessionary travel scheme passes for elderly, disabled and blind persons and other persons with Companion Entitlement in accordance with the terms of the scheme as shall be determined from time to time by the Council. Additionally holders of valid National Passes shall be carried at times when the Statutory Minimum Travel Concession applies. Carriage of such passengers shall entitle the Contractor to claim reimbursement from the Council in accordance with the terms of the scheme which should provide appropriate reimbursement for any Operator participating in the concessionary scheme. Copies of details of the Concessionary Travel Scheme are available on request.
- 2.2 The Contractor shall carry holders of valid Explore cards, in accordance with the terms of the scheme as shall be determined from time to time by the Council. Carriage of such passengers shall entitle the Contractor to claim reimbursement from the Council with accordance with the terms of the scheme which should provide appropriate reimbursement for any operator participating in the concessionary scheme. Copies of details of the Explore Card Scheme are available on request.
- 2.3 Where a local bus service contract has been awarded on a Revenue Guarantee/Cost basis the Operator shall cooperate with requests from the concessionary travel, explore, or any other relevant scheme to provide information or data relevant for the calculation of reimbursement payments to the Council.
- 2.4 The Operator must submit such data as requested by any agency or consultancy employed by the Council for the purposes of administering such schemes, in the format specified by such parties to enable payments and reimbursements to be made relating to travel schemes.

3. WAYBILLS AND RECORDS

- 3.1 Unless otherwise agreed in writing by the Council an electronic ticket machine must be used. The machine must be capable of enabling records to be kept of the total number of tickets issued and their total value in addition to those items of data referred to at 7.5 of this appendix. The cost of acquisition, installation and maintenance of such a machine is the responsibility of the Contractor. A daily/weekly (as agreed in advance with the Council) record must be kept of individual journeys by ticket type, on a route specific basis to indicate their cash and ticket totals. Such records are to be made available to the Council as required, for analysis and audit purposes.
- 3.2 Data at the raw (ticket level) may be requested and this shall be supplied as down loaded from the driver's module or card in a format to be agreed with the County Council.

4. BUS STOPPING PLACES, BUS STATIONS AND BUS STANDS

- 4.1 Passengers shall be picked up and set down at such places and times as specified in the Contract Documents. Unless otherwise specified the Service will recognise all bus stops along its route as directed by sign and/or shelter or as recognised by custom and practice.

Particularly in rural areas where stops may not be formally identified services will be allowed to operate on a hail and ride basis so long as the driver is satisfied that the location at which they stop does not pose a risk to themselves, passengers or other road users. Neither should such an informal stop be of such a duration of time as to be construed as obstructing other road users or residents in the pursuance of their day to day business.

- 4.2 The Contractor shall be liable for payment of any fees or dues in respect of the use of bus station or any bus terminal facilities used in connection with the contracted service.
- 4.3 In addition, the Contractor may also be required to use specified departure bays from bus stations when operating contracted services. These may be varied within the life of a Contract according to demand on facilities. In the event of a designated stand being blocked for whatever reason thus preventing the Service from operating correctly the Service shall operate from the next available stand. The driver must make every effort to advise passengers of this change before departing.
- 4.4 Engines shall be switched off whilst vehicles are standing at a designated terminus, or where the vehicle is required by the schedule to wait for a period in excess of 2 minutes.
- 4.5 Reversing horns shall not be used during the prohibited hours.

5. PUBLIC HOLIDAYS

5.1 Unless otherwise stated in Schedule 1 the Contractor shall provide the Service on public holidays and specified adjacent days as follows:

New Years Day	No service (see A)
Good Friday	Sunday service (see B)
Easter Monday	Sunday service
May Day	Sunday service
Spring Bank Holiday	Sunday service
Summer Bank Holiday	Sunday service
Christmas Eve	Normal service unless specified to the contrary
Christmas Day	No service (see A)
Boxing Day	No service (see A)
New Years Eve	Normal service unless specified to the contrary

Note

- A: Market Day Services which would normally operate on New Years Day, Christmas Day or Boxing Day shall be operated on the next preceding weekday instead or as notified by the Passenger Transport Unit.
- B: Market Day Services which would normally operate on Good Friday shall be operated on Maundy Thursday instead.

5.2 In the event of other days being declared a Public Holiday or Bank Holiday, or where the Council decides a different service is required on certain days to meet special events or holiday requirements, the Service to be operated on that day shall be determined by the Council in line with the anticipated travel requirements of the public on that day, and the Contractor will be advised of the Council's decision in writing no less than 28 days prior to the relevant day.

6. PUBLICITY

6.1 The Contractor may be required to indicate in a prescribed manner on each vehicle used in providing the Service a notice that it is sponsored by the Council and that certain concessionary or period tickets issued by the Council are valid thereon. The Council may also require the application of publicity, relating to public transport, provided at the Council's expense, to be prominently displayed on the vehicle used for the Contract.

6.2 A timetable and fare table for the Service and any other such publicity or promotional fares and tickets as required by the Council, must be carried on the vehicle and shall be available for inspection by any passenger or authorised officer of the Council. All passengers who pay a fare at the time of travel shall be issued with a ticket from an electronic ticket machine indicating the name of the stage at which the passenger boarded, the name of the last stage to which the ticket is valid, the fare paid and class of ticket, together with a serial number and the date and the time of issue. A record of passengers holding valid tickets issued other than at the time of travel shall be kept in such manner as shall be agreed with the Council before the commencement of the Service. Such passengers shall be recorded on electronic ticketing machines by means of one of the pass button keys.

- 6.3 Where any journey or journeys are undertaken in accordance with the Contract to enhance or supplement a Service registered by the Contractor, the Contractor shall ensure:
- a) that the details of the journeys so provided are included in any timetable on public display or otherwise made available to the public; and
 - b) that the journey is run as part of that overall service and carries the common route number of that service or such other number as may be specified in the Contract Documents.
- 6.4 The Contractor shall be responsible for advertising the Service and providing information for passengers in an adequate manner in accordance with the requirements of the Council notwithstanding that the Council may at its discretion and from time to time promote the availability of public passenger transport services or require the Contractor to undertake reasonable further publicity. The Council may also require two (2) notice holders to be fitted internally to vehicles for display of any Council notices we may require from time to time where they relate to Public transport.

7 FARES/PASS ACCEPTANCE/FARES CONDITIONS

- 7.1 In the case of a Contract awarded on the basis of Fixed Cost the fares charged to passengers must accord with the County Fare Scale and conditions which must not be exceeded. The fare table(s) must be submitted to the Council for fixed contracts for written approval on the award of tenders. The fare table(s) may be altered or revised only with written permission of the Council save that individual fares may be reduced by up to 10% or special promotional fares introduced without express written permission subject to the Contractor giving the Council 5 days notice in advance. The County Fare Scale will be updated from time to time at the sole discretion of the Council.
In the case of a Contract awarded on the basis of Revenue Guarantee the Council will supply a fare table for the route(s) that must be adhered to.
- 7.2 The following promotional/marketing tickets will be sold and accepted on vehicles operating journeys covered by all Contracts operated as registered local bus services
- a) The Sunday Rover; and
 - b) Any ticket promoted by the Contractor (including return fares) if they operate journeys along the route of the Service commercially or
 - c) Any future product the Council may determine as detailed on the official Council issued forecast.
- 7.3 Passengers may be carried without payment of a fare provided that they possess authority to travel by means of a pre-paid ticket authorised by the Council or unless they are officers of the Council with a bearer pass.
- 7.4 Where the Service is operating at times when no commercial service is operating along a route, return tickets issued by the commercial operator are to be accepted for travel. In addition, where two or more operators are operating along the common points of route the return tickets issued will be inter-available between them.
- 7.5 The following passes and permits are to be accepted:
- a) Suffolk Countywide Concessionary Fare Passes for Elderly and Disabled Persons both of which form part of the English National Concessionary Travel Scheme.
 - b) Explore Card
 - c) Similar passes issued by local authorities through whose area the Service passes; and
 - d) Any other pass or permit issued by the Council.
 - e) 7/10 day passes
 - f) Surveyors passes

7.6 General Conditions:

- a) One child aged under 5 years may accompany, FREE of charge, each Adult fare-paying passenger.
- b) Season Ticket rates may be charged, subject to their having been approved by the Council.

Appendix 3 –
CONDITIONS RELATING SPECIFICALLY TO CONTRACTS OPERATING HOME TO
SCHOOL TRANSPORT.

This section draws together all the specific requirements and other information regarding contracted services operated as registered local bus services and forms part of the Conditions of Contract. It must therefore be considered in conjunction with and, where appropriate, in addition to the general requirements and conditions set out elsewhere.

1. VEHICLES

1.1 The conditions contained within this section are in addition to and do not replace the general conditions as stated in section 7 of the main terms and conditions. The conditions contained in this section apply only to services operating home to school services.

1.2 Without prejudice to the generality of the provisions of this Condition the Contractor shall not at any time use any vehicle for the purpose of the Contract which is not either licensed as a Public Service Vehicle or Licensed under Section 48 of the Local Government (Miscellaneous Provisions) Act 1976.

The vehicle must be appropriately insured and taxed and display an O licence disk or licence plate.

The Council shall be entitled to terminate the Contract forthwith if the Contractor fails to comply with the provisions in this condition and to recover from the Contractor any losses arising from termination. This right is without prejudice to any other rights and remedies that the Council may have with regard to breaches occurring prior to termination.

1.3 Legislation requires certain vehicles carrying children to and from school to display the internationally recognised school bus sign at the front and rear of the vehicle. The specific regulations are set out in the Road Vehicles Lighting (Amendment) Regulations 1994 – Statutory Instruments 1994 No. 2280.

In addition to the absolute requirements in the Regulations, the Council requires all Contractors carrying passengers under these conditions (other than those providing cars and taxis) to use the specified sign on the front and rear of their vehicles unless an exception has been agreed by the Council in writing.

Contractors should note that the “school bus “ signs should only be used while the vehicle is actively engaged in carrying school passengers, but at no other time.

Furthermore, where permitted by the 1994 Regulations, hazard warning lights should be used when the vehicle is stationary and passengers are entering or leaving the vehicle.

1.4 The Contractor must ensure that passengers, wherever it is required, use the correct child restraint (baby/child seats, booster seats/cushions) which meets current advice, guidance and legislative requirements.

1.5 In addition to the requirements for seat-belts in cars, taxis and small minibuses contained in the Road Vehicles (Construction and Use) regulations 1986 No. 1078, seat-belts must be fitted to all seats where vehicles with 8 or fewer passenger seats (non PSV) are used and no passengers be carried in excess of the number of seat-belts available.

1.6 The Road Vehicles (Construction and Use) (Amendment) (No. 2) Regulations 1996, No. 163 set out requirements for a minibus or coach Carrying children to be fitted with seat-belts. Contracts which involve the use of a vehicle to which these Regulations apply (and which is a vehicle with 9 or more passenger seats and not covered by the Regulations – and the requirements of the Council – referred to in condition 1.4) require that seat-belts be fitted to all seats and that no passengers be carried in excess of the number of seat-belts available.

1.7 In relation to the regulations and other Council requirements for seat-belts set out in conditions 1.3 1.4 and 1.5 all Contracts require that the type of seat-belt used complies with EU or BS standards; the type and fitting of the seat-belt anchorage points complies with Construction and Use Regulations; and that any seat-belts fitted as a consequence of the 1996 regulations or fitted voluntarily (condition 1.4) comply with the MOT standard effective from 1 August 1998.

2. SERVICE REQUIREMENTS

- 2.1 All drivers must carry and display identification. Unless otherwise agreed by the Council in writing, such identification should incorporate, as a minimum, the name of the firm or company contracted to the Council and the name and job title of the individual.
- 2.2 The Contractor must convey all passengers on the days required between the places and according to the route and times shown in the Timetable and Operating Instructions.
- 2.3 No passengers can be set down at any point other than the school or college he/she attends or the point he/she would normally alight to return home unless previously agreed by the County Council.
- 2.4 Under no circumstances whatever should a passenger be removed from the vehicle during the course of a journey.
- 2.5 Behaviour problems in the course of a journey should be referred to the school or other establishment which the passenger(s) attend as soon as possible and also where necessary to the Council and/or the parents concerned.
- 2.6 Vehicle doors (other than emergency doors solely for that purpose) must only be operated by the driver. Passengers should not be permitted to leave seats before vehicles have come to rest and disembarkation and embarkation should be carried out in an orderly and controlled manner under the direct supervision of the driver.
- 2.7 Advice will be given of the general dates when transport will be required in each academic year but Contractors will need to confirm specific requirements, eg pupil days, with the individual establishments served.
If the timetable has to be altered the Council shall give the Contractor reasonable notice of such alteration. In particular, if the Contractor is required to pick up passengers after morning school, rather than in the afternoon, no extra payment shall be made should there be fewer than three alterations per academic year, except where use is made of registered local bus services. In such circumstances a pro-rata additional payment may be negotiated.
- 2.8 All passengers being conveyed on the vehicle must be seated.
- 2.9 The Public Service Vehicle (Carrying Capacity) Regulations 1984 as amended by Statutory Instruments 1996 No. 167 does not permit passengers to be carried on PSVs on other than a one to one seat basis. There are certain other limited circumstances where this may not apply.
Notwithstanding these regulations it is the Council's policy generally to allocate passengers to all vehicles only in accordance with the nominal seating capacity of the vehicle under Contract where that vehicle has been hired as a whole by the Council solely for the conveyance of passengers within its discretion.
- 2.10 Notwithstanding conditions 2.8 and 2.9 it remains the Contractor's responsibility to ensure that vehicles used in the Contract are not overloaded.
- 2.11 Subject to condition 2.12 below, no passenger can be refused travel on the journey authorised by that person's Travel Pass.

- 2.12 In the case of vehicles providing a registered local bus service, the maximum number of adult seats to be made available to passengers may not be fixed until the end of November of each year. Until that time the Contractor must accept all passengers for travel on the journey authorised by their Travel Pass. The estimated maximum number will be set out in the Tender.
By the end of November the Council shall notify the Contractor of the actual maximum number of adult seats required. Thereafter the Contractor is entitled to refuse to take more passengers than would occupy that maximum number of seats. However, the maximum number of seats must be kept available at all times the Contract is in force for use by the Council for passengers within its discretion.
- 2.13 The Contractor must ensure that only those holding a Travel Pass or other authority valid for travel on the route are conveyed in compliance with the Contract.
On other than a registered local bus service, no persons other than passengers, the driver, the Conductor (if any) and the passenger assistant (if any) shall be carried.
- 2.14 Passes are not issued to pupils attending special schools and other special needs units. Details of such passengers are advised direct to the Operator along with information on picking up points and times.

Operators of registered local bus services will carry out checks of Travel Passes on every journey to ensure that the student is entitled to travel

On other than a registered local bus service, the Contractor must ensure that Travel Pass checks are carried out on a daily basis.

Only those with authority to travel should be allowed to do so under the County Council's arrangements. BUT, to avoid criticism from parents and schools and the unwelcome publicity for the operator which often follows, a pupil or student without a pass should be warned on the first morning that a pass or other official authority to travel must be produced on the following day; and if that is not the case travel will be refused. Travel should be refused only if the pupil/student is unable to produce a pass on the following day.

In the event of fraudulent use of Travel Passes the Contractor shall retain the pass and inform the school and/or the Council as soon as possible.

The warning system and subsequent refusal to carry need not apply on journeys being operated as a registered local bus service and where the relevant fare is charged by the Operator. Nor should it normally need to apply on an afternoon journey and where a school can verify entitlement to travel and/or issue a Temporary Pass.

Contractors who require clarification or advice about these arrangements should contact the Passenger Transport Unit. Passenger information for each route will be provided to assist Contractors in the verification of entitlement to travel.

- 2.15 Where an Operator experiences problems with either school passes or behaviour issues in addition to the condition at 2.14, the Operator shall not alter the travel arrangements of a pupil or student without the express knowledge and approval of the school and/or the Passenger Transport section at the Council.

In the case of behaviour problems where it can be established that the Operator and the school have exhausted all of their procedures and the problem persists, the Passenger Transport section will assist in dealing with the issue by way of a warning letter to the parent/guardian of the child.

Operators must be aware that the Council has legal obligations to provide transport for certain categories of children and the withdrawal of transport may only be considered after legal advice has been sought. Operators should therefore be aware that a total ban is a last resort and the decision of the Council is final and binding.

Appendix 4 –
CONDITIONS RELATING SPECIFICALLY TO CONTRACTS OPERATING SPECIALISED
TRANSPORT.
(Formerly Special Educational Needs / Adult and Community Services Transport)

This section draws together all the specific requirements and other information regarding Specialised Transport and forms part of the Conditions of Contract. It must therefore be considered in conjunction with and, where appropriate, in addition to the general requirements and conditions set out elsewhere.

1. SPECIALISED TRANSPORT GENERAL CONDITIONS

- 1.1 Contracts identified by the Council for clients with specialised transport requirements, usually identified by the prefix MS or A (and certain other Contracts which may be specified by the Council), may not be operated as registered local bus services.

Additionally, such routes may not normally be operated with a vehicle or vehicles larger in size than that set out in the Contract and shall meet the specific requirements set out in the Contract documentation.

- 1.2 Specialised Transport routes may require the provision of a Passenger Assistant and this will be specified in the tender documentation. Both drivers and passenger assistants are required to comply with conditions set out in section 8 of the General Terms and Conditions.
- 1.3 Specialised Transport contracts, although comprehensively planned will require that the contractor respects and gives consideration to the needs of the passenger being carried. Drivers and Passenger Assistants should be mindful of passenger's needs and treat them at all times with respect and dignity.
- 1.4 Some passengers on such contracts may experience additional health and behavioural problems or may find it difficult to cope with stressful situations. Transport providers should bear this in mind and arrangements should be delivered in such a way as to avoid such disruption.
- 1.5 It is a condition of all contracts that operators will be familiar and adopt working practices consistent with current best practice with respect to the safe carriage of passengers and, in particular, passengers who require specialist equipment. Furthermore, it is a condition of all contracts that driving staff are fully conversant with and properly trained in the use of, any goods or equipment available on their vehicle(s).
- 1.6 The Council reserves the right on Contracts where small numbers of passengers (up to 6) are concerned to suspend the Contract, without payment, in the event of unforeseen temporary changes in requirements. As much notice as possible will be given to the Contractor in those circumstances.

2. VEHICLE REQUIREMENTS

- 2.1 The vehicle provided for the operation of the Contract shall meet all specific requirements set out in the tender documentation.
- 2.2 To meet the needs of passengers vehicles used may require specialist seating and access facilities (including wheelchair access) and/or specific types of passenger restraints. These and other specific needs will normally be shown in the initial Tender and/or in the Timetable and Operating Instructions.
- 2.3 The Council may supply the Contractor with specialist seating and/or restraints and may in certain circumstances meet the cost of fitting that equipment to the Contractor's vehicle.

Such equipment supplied by the council remains the property of the council and must be returned upon request or as soon as possible after the end of the contract.

- 2.4 Contractors should note that the requirements and information concerning seat-belts and/or specialist seating set out in this appendix apply to all specialist seating and/or restraints. Such equipment must be fitted to the same standard as that required for other seat-belts. Where passengers are conveyed in a wheelchair the Contractor must ensure that the wheelchair and passenger are secured in an appropriate way which meets current advice, guidance and legislative requirements.

In respect of all equipment fitted to the vehicle attention is drawn to the requirements of section 1.5 of this appendix.

3. OPERATION OF THE SERVICE

- 3.1 Vehicle, passenger assistant and route/timing requirements may change from time to time within the period of the Contract, possibly at short notice, consequent upon changes in the needs of those to be conveyed.
- 3.2 Some passengers may require assistance depending on the severity of their learning and/or physical disability or age related frailty. In specific circumstances passengers may require assistance to and from the vehicle or their home. Where specified, the passenger should be returned to their home and not left at the roadside or the driver may be required to call at the house. In such cases the passenger's home is defined as either their front door or the inner door of any multi occupancy dwelling.
- 3.3 Routes will be planned to minimise the amount of time passengers will spend in a vehicle and to minimise the possibility of undue delay.

Children and Young People

- 3.4 In the case of Specialised Transport for children and young people the operator will be advised of the time when passengers should be picked up for each leg of the journey.

Parents and carers are expected to have pupils ready five minutes before pick up time and to be there five minutes before they are expected home. Parents and carers are in most cases expected to escort the child or young person to and from the vehicle.

- 3.5 In the event that a parent or carer is not there to meet the child, the child/young person must not be left unaccompanied and will not be left with anyone else other than the parent or carer without their written authorisation.
- 3.6 In such circumstances and where there is no other alternative arrangements will be made to take care of the child or young person by taking them either –
- a) back to their school (if appropriate)
 - b) to the local social services office or
 - c) the nearest police station if after 5pm

Parents/carers will then be contacted and informed of the exact arrangements that have been made.

Operators must make all drivers and passenger assistants aware of these arrangements.

Adults

- 3.7 In the case of Specialised Transport for adults the operator will usually be asked to advise the passenger or their representative, as well as the appropriate service unit of collection and return times. These should be based on the information contained in the Contract documentation.
- 3.8 The driver must ensure that people are returned to their home and not left at the roadside. This may require a call to the house and should be interpreted as providing transport from door to door. In the case of the passengers abode this should be either their front door or the inner door of any multi occupancy building.
- 3.9 Where specified in the Contract the Operator must ensure that there is someone there to meet the passenger before leaving the passenger. If this is not the case the Operator must inform the office specified on the Contract documentation immediately and await instructions.
- 3.10 Changes to the contracted transport arrangements can only be made by an authorised person, in most cases this will be an officer of the Council but such changes may also be made through supervising employees at the appropriate service unit.

SCHEDULE 1
QUALITY OF SERVICE

1.1 The County Council is committed to maintaining high standards of service and has identified the following areas within which an observed failure to comply with the contractual requirements may result in both the issue of breach points

In addition to breach points being recorded against the contract each breach shall attract an administrative charge of £35 to be applied to the next full financial period following the breach plus 7 days.

Should an appeal be lodged under the provisions of para 1.3 of this schedule then no breach points of administrative charge shall be levied until the completion of the appeal process.

In addition to the administrative charge in all cases where there is a breach the Council will also, in the case of a journey not operating (breach code L) deduct a pro rata sum equivalent to and representative of the mileage not operated, based upon the rate per mile when calculated from the total contract mileage and the total contract cost. No such deduction will be levied where the Operator has already advised the Council of a failure to operate and where a declaration of such lost mileage has been or will be made by way of an invoice submission.

1.2 Each breach of contract will incur breach points which will be accrued in 3 rolling financial periods (e.g. periods 4, 5, 6 and then 5, 6, 7). Without prejudice to the Council's other rights under this Contract, when a specific number of breach points have been accrued within any three financial periods on the same Contract, the following action will be taken:

Any points Written Warning

80 points Final Warning

100 points Termination of Contract

The Contractor will be notified, in writing, as points are accrued by means of financial returns. However the Contractor must ensure their own methods of contract point calculations and not rely on notification by the Council.

The table on the following page shows the breach points that may be imposed for various breaches of contract.

Breach	DESCRIPTION OF BREACH	BREACH
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Code		POINTS
A	Correct destination not displayed	20
B	Correct service number not displayed	20
C	Destination not illuminated (when applicable) or not legible from 50m	5
D	Failure to issue ticket or alternative receipt (e.g. in the event of ticket machine breakdown)	15
E	No radio or other communications equipment on vehicle (where specified by contract)	15
F	Vehicle of inferior specification to that contained in Contract Documents including age and DPTAC/PSVAR specification	30
G	Operation of a journey 3 or more minutes early	30
H	Operation of a journey 10 minutes or more late	30
I	Failure to operate to correct route	30
J	Failure to operate from correct departure stand	10
K	Failure to register service as specified in Contract documents or variation of registration without prior approval	50
L	Failure to operate complete journeys (per journey)	30
M	Failure to pick up passengers	30
N	Failure to make advertised connections as specified in contract (without adequate reason)	30
O	Failure to notify lost mileage or other non operation (per trip)	30
P	No electronic machine on vehicle (unless specifically precluded from the contract)	15
Q	Charging of incorrect fares (per instance)	15
R	Failure to notify fares change	10
S	Failure to keep vehicle in adequate condition of cleanliness (per trip)	5
T	Operating contravening existing legislation e.g. no insurance or tax, driver smoking, drinking alcohol, using prohibited drugs or talking on a mobile phone in service.	100
U	No automatic vehicle location equipment or other contractually specified equipment installed	10

- 1.3 Where a compliance notice under the terms of this schedule has been issued and the operator is of the view that they have either
- a) already declared lost journeys by way of a submission on their invoice or
 - b) the circumstances of the breach were such that it was outside of their reasonable control
- they may make a written submission to this effect no later than 7 days from the receipt of the notice. Supporting evidence in relation to any such claim must also be submitted. Following due consideration of the appeal the Operator will be informed of the outcome and this decision will be final.

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SCHEDULE 2
GUIDANCE AND ADVICE FOR DRIVERS AND PASSENGER ASSISTANTS
SPECIFICALLY FOR HOME TO SCHOOL TRANSPORT

Suffolk County Council produce advice and guidance for both drivers and passenger assistants and these are updated from time to time.

These leaflets offer guidance on best practice and the manner in which drivers and passenger assistants should conduct themselves, specifically in dealing with children on home to school transport. These leaflets also give guidance on emergency and breakdown procedures.

Copies of these leaflets are available free of charge and operators must ensure that staff operating applicable contracts are familiar with their contents.

SAFEGUARDING CHILDREN
KEEPING SCHOOL TRANSPORT SAFE
Best guidance and advice for school transport drivers




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SAFEGUARDING CHILDREN
KEEPING SCHOOL TRANSPORT SAFE
Guidelines for working as a Passenger Assistant



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