



**SUFFOLK COUNTY COUNCIL
PASSENGER TRANSPORT**

**GENERAL TERMS AND CONDITIONS OF CONTRACT
FOR THE PROVISION OF PASSENGER TRANSPORT
SERVICES**

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suffolk passenger transport

**SUFFOLK COUNTY COUNCIL
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.

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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.
Community Car Service	Means a service helping those who can't access the public transport network and who don't own a car. Journeys must be pre-booked and the types of journey undertaken may include: local shopping and personal business/visiting relatives or friends at home/to link with nearest public transport service/local visits to the doctor, dentist or optician. Journeys for work, school, day care and hospital or clinic appointments where other transport is available are not usually undertaken.
“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.
“Demand Led Transport”	Means any service operated under contract to Suffolk County Council where booking is a pre-requisite for the passenger. This most usually includes Dial a Ride, DRT, community car services and wheels within wheels.
“Dial a ride”	Means a pre-booked service available to those residents who cannot access conventional bus services because of where they live or mobility difficulties. Dial a Ride services operate using a section 19 permit.
“ DRT”	(Abbr – Demand Responsive Transport) Means any service procured in such a way as to deliver services in response to demand. These services are operated on a pre-booked basis only and are open to all residents. DRT services will operate using a section 22 permit and will be registered with the Traffic Commissioner.

“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.
Punctuality Improvement Partnership (PIP)	Means an agreement made between the authority and the operator for the purposes of improving reliability and punctuality of local bus services
“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.
Section 19 permit	Means either ‘standard permits’ for vehicles which are adapted to carry no more than 16 passengers (excluding the driver) or ‘large bus permits’ for vehicles which are adapted to carry 17 or more passengers. These permits may be granted to organisations that operate vehicles without a view to profit to transport their members, or people whom the organisation exists to help. Section 19 permit vehicles can’t be used to carry members of the general public.
Section 22 permit	Means a permit issued to bodies concerned for the social and welfare needs of one or more communities. They operate vehicles without a view to profit and use those vehicles to provide a community bus service. Unlike section 19 permit vehicles, community bus services are ‘local bus services’ and can carry the general public. Local bus services are defined as services using public service vehicles for the carriage of passengers by road at separate fares on which passengers may travel for less than 15 miles.

“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.

Data Protection Act, 2018

“Confidential Information”	means any information which has been designated as confidential by either Party in writing or that would appear to a reasonable person to be confidential in nature (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 or as defined in the Data Protection Legislation.”
“Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach” “Data Protection Officer”	take the meanings given in the GDPR, subject to any amendment made under the provisions of the DPA 2018 once in force”.

“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by You under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
“Data Protection Legislation”	<ul style="list-style-type: none"> i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation as amended from time to time ii) the DPA 2018 once in force iii) the DPA 1998 until such time as the DPA 2018 is in force iv) the LED once in force. v)
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data
“DPA 2018”	means the Data Protection Act 2018
“GDPR”	means the General Data Protection Regulations (<i>Regulation (EU) 2016/679</i>)
“LED”	means the Law Enforcement Directive (<i>Directive (EU) 2016/680</i>)
“Protective Measures”	<p>means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.</p>
“Sub-processor”	means any third Party appointed to process Personal Data on Your behalf in relation to this Agreement

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.

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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

Invitations to tender may be issued by the Council and must be returned in the method specified.

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

- 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 or a demand led transport 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 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 terminated 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 on 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.
- 5.6.7 In addition to the provisions of 5.6.1 above, where a vehicle with less than 8 seats is specified on the contract documents this is most usually for the provision of transport where the demand is likely to change at short notice. In such cases a notice period of one week by either party shall apply on all contracts commencing on or after 1st April, 2014.

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 DPTAC 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 From the dates specified by legislation and where applicable for the class of vehicle used on the contract, the vehicle delivering a local or scheduled bus service shall in all ways meet accessibility regulations set out in statute by the Public Service Vehicle Accessibility Regulations 2000 (PSVAR)

The dates by which different vehicle types have to be compliant are:

- 1 January 2015 – all buses and coaches up to 7.5 tonnes GVW
- 1 January 2016 – single-deck buses over 7.5 tonnes GVW
- 1 January 2017 – double-deck buses
- 1 January 2020 – coaches

After the applicable dates failure to comply with the legislation will be viewed as Category T , “Operating contravening existing legislation” within the table of breaches of contract set out in Schedule 1 of these Terms and Conditions.

Such contraventions will result in immediate termination of the contract.

- 7.6 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 DVSA, 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.
- 7.7 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 Driver and vehicle Standards Agency (DVSA) (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.
- 7.8 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

- 7.9 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.
- 7.10 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.
- 7.11 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.
- 7.12 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.
- 7.13 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.
- 7.14 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.
- 7.15 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.

8. DRIVERS AND OTHER STAFF

- 8.1 Any contractor must submit to a check of the most extensive available kind being made with the Disclosure and Barring Service 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 In respect of Para 8.1 the council may require, unless otherwise agreed that such checks are undertaken by the Council and that the costs incurred of any such checks will be met by the operator.
- 8.3 Where any person discloses any convictions or is found to have any convictions following the results of a Disclosure and Barring Service check that in the opinion of the Council indicates that there is cause for concern regarding his or her suitability to be involved in the provision of the contract. Employees must not be employed on contracts until all such checks have been undertaken and completed to the satisfaction of the Council.
- 8.4 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 and any individual training as required.

- 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. Where training to a specified level is detailed in the tender documentation relevant staff employed on the contract must meet the standard specified.
- 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.
- 8.12 In addition, no driver shall smoke, drink alcohol or take prohibited drugs on any vehicle whilst fulfilling the obligations of the Contract.
- 8.13 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 (GDPR)

- 9.2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, We are the Controller and You are the Processor. The only processing that You are authorised to do is listed in Schedule 3 by Us and may not be determined by You.

- 9.2.2 You shall notify Us immediately if You consider that any of Our instructions infringe the Data Protection Legislation.
- 9.2.3 You shall provide all reasonable assistance to Us in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at Our discretion, include:
- 9.2.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 9.2.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 9.2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 9.2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 9.2.4 You shall, in relation to any Personal Data processed in connection with Your obligations under this Agreement:
- 9.2.4.1 process that Personal Data only in accordance with Schedule 3, unless You are required to do otherwise by Law. If it is so required, You shall promptly notify Us before processing the Personal Data unless prohibited by Law;
 - 9.2.4.2 ensure that You have in place Protective Measures, which have been reviewed and approved by Us as appropriate to protect against a Data Loss Event, having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - 9.2.4.3 ensure that:
 - (i) the Staff do not process Personal Data except in accordance with this Agreement (and in particular Schedule 3)
 - (ii) You take all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - a) are aware of and comply with Your duties under this clause;
 - b) are subject to appropriate confidentiality undertakings with You or any Sub-processor;
 - c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by Us or as otherwise permitted by this Agreement; and
 - d) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - 9.2.4.4 not transfer Personal Data outside of the EU unless Our prior written consent has been obtained and the following conditions are fulfilled:
 - i) We or You have provided appropriate safeguards in relation to the transfer (in accordance with GDPR Article 46) as determined by Us;
 - ii) the Data Subject has enforceable rights and effective legal remedies;
 - iii) You comply with Your obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if You are not so bound, use Your best endeavours to assist Us in meeting Our obligations); and

- iv) You comply with any reasonable instructions notified to You in advance by Us with respect to the processing of the Personal Data;

9.2.4.5 at Our written direction, delete or return Personal Data (and any copies of it) to Us on termination of the Agreement unless You are required by Law to retain the Personal Data.

9.2.5 Subject to clause 9.2.6, You shall notify Us immediately if You:

- i) receive a Data Subject Access Request (or purported Data Subject Access Request);
- ii) receive a request to rectify, block or erase any Personal Data;
- iii) receive any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- iv) receive any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- v) receive a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- vi) become aware of a Data Loss Event.

9.2.6 Your obligation to notify under clause 9.2.5 shall include the provision of further information to Us in phases, as details become available.

9.2.7 Taking into account the nature of the processing, You shall provide Us with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 9.2.5 (and insofar as possible within the timescales reasonably required by Us) including by promptly providing:

- i) Us with full details and copies of the complaint, communication or request;
- ii) such assistance as is reasonably requested by Us to enable Us to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- iii) Us, at Our request, with any Personal Data You hold in relation to a Data Subject;
- iv) assistance as requested by Us following any Data Loss Event;
- v) assistance as requested by Us with respect to any request from the Information Commissioner's Office, or any consultation by Us with the Information Commissioner's Office.

9.2.8 You shall maintain complete and accurate records and information to demonstrate Your compliance with this clause. This requirement does not apply where You employ fewer than 250 staff, unless:

- i) We determine that the processing is not occasional;
- ii) We determine the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- iii) We determine that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

- 9.2.9 You shall allow for audits of Your Data Processing activity by Us or Our designated auditor.
- 9.2.10 You shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 9.2.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, You must:
- i) notify Us in writing of the intended Sub-processor and processing;
 - ii) obtain Our written consent;
 - iii) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 9.2 such that they apply to the Sub-processor; and
 - iv) provide Us with such information regarding the Sub-processor as We may reasonably require.
- 9.2.12 You shall remain fully liable for all acts or omissions of any Sub-processor.
- 9.2.13 You may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 9.2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. We may on not less than 30 Working Days' notice to You amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

10. MISCELLANEOUS GENERAL PROVISIONS

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 PTI (SE) Ltd or any successor organisation carrying out the same function 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 PTI (SE) 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 COMPLIANCE WITH RELEVANT LEGISLATION

10.3.1 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.

10.3.2 Health and Safety at Work

- 10.3.2.1 The Contractor shall ensure full compliance in the performance of the Contract with the requirements of all current and relevant legislation regarding Health and Safety at Work, including without limitation The Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999 and any other Acts, Regulations and Approved Codes of Practice relating to the health and safety of employees and others who may be affected by the Contractor's work activities.
- 10.3.2.2 Where required by law, the Contractor shall ensure that a copy of its statement of health and safety policy, which has been signed and dated by the partner or director with overall responsibility for health and safety in the organisation, is submitted to the Council before the commencement of the first Contract awarded to the Contractor, and thereafter at such times as the Council may require.
- 10.3.2.3 For all Contracts, the Contractor shall carry out a risk assessment of the Contract route and any variations to any Contract route, including stops, road layout, traffic calming features, low bridges, overhanging trees and other factors that may affect the safe operation of the types or sizes of Vehicle to be used in the performance of the Contract, and shall report any concerns to the Council prior to commencement of the Contract or not later than one week following any route variation.
- 10.3.2.4 For urgent and short term Contracts, the Contractor should carry out and maintain a risk assessment of the Contract route and any variations to any Contract route as soon as practical but not later than one week after the commencement of the Contract. The Contractor shall report any concerns to the Council within one week of the start of contract or not later than one week following any route variation.
- 10.3.2.5 For all Contracts, should any factor arise following the commencement of the Contract that the Contractor considers may affect the safe operation of the Contract, the Contractor shall bring this to the immediate attention of the Council followed by a written report detailing the circumstances. The Council will consider this information and would not expect the Contractor to compromise the health and safety of its passengers or employees.
- 10.3.2.6 In the event of concerns arising regarding the safe operation of the Contract, (including allegations made against the driver and/or passenger assistant) the Council, the Contractor and such other bodies as it may be deemed appropriate to involve at the time shall agree and implement promptly such measures as may be deemed necessary by the Council to remedy the situation.

- 10.3.2.7 The Contractor shall ensure that its employees are made aware of all hazards identified by any risk assessment and receive sufficient information and training to mitigate the associated risk, including those arising from the needs of the passengers, including boarding or alighting, or from passenger behaviour

10.3.3 Transfer of Undertakings (Protection of Employment) (TUPE)

- 10.3.3.1 Companies or individuals who tender for contracts should be aware that in certain circumstances the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) known as TUPE, may apply.

If the operator of the existing contract believes that this legislation applies they must inform the Council in writing not less than two months before the end of the contract term or at the time of a termination notice being served.

At that time the Contractor shall provide by letter or e-mail to the Council the workforce information as set out below in connection with any re-tender of the Service (or a tender for Services similar to those set out in this Contract) to which the Transfer of Undertakings (Protection of Employment) Regulations 2006 may apply and the Contractor shall use its best endeavours to obtain the consent of the employees concerned to disclosure of such information to the Council and potential providers.

The workforce information required is, in relation to the Contractor's employees used in the provision of the Service, the following:

- (a) start date for the purposes of continuous employment;
- (b) number of hours worked per week/period on the Contract and as a proportion of total hours worked for the Contractor;
- (c) wages, holiday pay, bonuses and overtime rates;
- (d) information contained in employee's written particulars of employment under S.1 Employment Rights Act 1996;
- (e) information on collective agreements effective post-transfer
- (f) disciplinary proceedings in previous 2 years;
- (g) information on legal proceedings brought against the Contractor by employees in the previous 2 years.

- 10.3.3.2 Where these regulations apply it will be the responsibility of the successful bidder to comply fully with this legislation

Appendix 1
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 DVSA. 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.

2. VEHICLES

From the dates specified by legislation and where applicable for the class of vehicle used on the contract, the vehicle delivering a local or scheduled bus service shall in all ways meet accessibility regulations set out in statute by the Public Service Vehicle Accessibility Regulations 2000 (PSVAR)

The dates by which different vehicle types have to be compliant are:

- 1 January 2015 – all buses and coaches up to 7.5 tonnes GVW
- 1 January 2016 – single-deck buses over 7.5 tonnes GVW
- 1 January 2017 – double-deck buses
- 1 January 2020 – coaches

After the applicable dates failure to comply with the legislation will be viewed as Category T , “Operating contravening existing legislation” within the table of breaches of contract set out in Schedule 1 of these Terms and Conditions.

Such contraventions will result in immediate termination of the contract.

3. BUS SERVICE OPERATORS GRANT

3.1 Due to changes in the processes effective 1st January, 2014 payments relating to Bus Service Operators Grant (BSOG) will change. The following conditions will therefore apply to all contracts according to the following categories –

- | | |
|--|--|
| a) Contracts with start dates <u>before</u> 1 st January 2014 which have been awarded following a tender process. | (i) Operators will no longer claim BSOG from Department for Transport for services operated under these terms and conditions.

(ii) For each contract the authority will enter into a secondary agreement for a sum broadly equivalent to that previously paid by Department for Transport. Such secondary agreements will be valid until the end of the main contract term

(iii) Should agreement not be reached on the sum payable under the secondary agreement all notice of termination periods will apply to all parties. |
| <hr/> | |
| b) Contracts with start dates <u>after</u> 1 st January 2014 which have been awarded following a tender process | (i) The contract price submitted will comprise two elements namely the operational cost of the contract and the BSOG which would have been attributable to the contract. This sum will be calculated by the bidder.

(ii) Each element will then be invoiced separately. |
| <hr/> | |
| c) Contracts which have been awarded where no tender process has been undertaken (deminimis contracts) | (i) It will remain the responsibility of the operator to claim any sums due in relation to BSOG.

(ii) No claims will be entertained by the authority

(iii) All other Terms and Conditions in this document remain in force. |
| <hr/> | |
| d) Claims for AVL / Smart ticketing payment enhancements to BSOG | (i) All claims should be made to Department for Transport regardless of the contract status.

(ii) No claims will be entertained by the authority. |

3.2 In the event of future changes made by government to the BSOG scheme and in particular the withdrawal of any future funding from Department for Transport the authority shall have no liability in respect of payments made under c) and d).

In respect of payments made under a) and b) notice of funding withdrawal will be given as soon as practicable after the announcement and no further payments will be made after a notice period.

In any of these cases all notice to terminate periods will apply to all parties.

4. TRAVEL SCHEMES

- 4.1 The Contractor shall carry holders of valid English National Concessionary Travel Scheme passes for elderly, disabled and blind persons 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.
- 4.2 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, or any other relevant scheme to provide information or data relevant for the calculation of reimbursement payments to the Council.
- 4.3 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.

5. WAYBILLS AND RECORDS

- 5.1 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.

- 5.2 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.

6. BUS STOPPING PLACES, BUS STATIONS AND BUS STANDS

- 6.1 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.
- 6.2 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.

- 6.3 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.
- 6.4 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.
- 6.5 Reversing horns shall not be used during the prohibited hours.

7. PUBLIC HOLIDAYS

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

New Year's Day	No Service (see note A)
Good Friday	Sunday Service (see note 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 note A)
Boxing Day	No Service (see note A)
New Year's Eve	Normal service unless specified to the contrary

Notes –

- A Market Day Services which would normally operate on New Year's 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.
- 7.2 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.

8. PUBLICITY

- 8.1 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.

- 8.2 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.
- 8.3 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.
- 8.4 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.

9. FARES/PASS ACCEPTANCE/FARES CONDITIONS

- 9.1 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.
- 9.2 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) Any ticket promoted by the Contractor (including return fares) if they operate journeys along the route of the Service commercially or
 - (b) Any future product the Council may determine as detailed on the official Council issued forecast.
- 9.3 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.
- 9.4 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.

9.5 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) Similar passes issued by local authorities through whose area the Service passes
- (c) Any other pass or permit issued by the Council.
- (d) 7/10 day passes
- (e) Surveyors passes

9.6 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

10. ENDEAVOUR CARD

- 10.1 On contracts first coming into operation on or after 1st March, 2015 the authority reserves the right to specify on the tender documents that compliant Electronic Ticket Machines, to an ITSO standard as set out in Appendix 5 of this document and Schedule D of the "Endeavour Card /Real Time Passenger Information Scheme Agreement" must be used on the contract and that the Endeavour Card (or successor card) must be accepted.
- 10.2 This will include any discount scheme in force at the time of the award for defined age groups and will be subject to the terms and conditions of the "Endeavour Card /Real Time Passenger Information Scheme Agreement" in place at the time of award.
- 10.3 Where specified and if developed the scheme will also permit the use of Endeavour Cards without the discount element, i.e. solely as a means of cashless payment and may also include the requirement to issue carnet (10 journey) products by way of the smart card platform.
- 10.4 Failure to adhere to the terms of that agreement will be deemed a material breach of local bus service contracts.

11. PUNCTUALITY

- 11.1 On contracts first coming into operation on or after 1st March, 2015 for registered local bus services contractors will be required to participate in any Bus Punctuality Improvement Partnership (PIP) active in Suffolk at that time with a view to improving the punctuality and reliability of the contracted service. Any such PIP will be subject of a separate partnership agreement outlining the obligations on both parties.
- 11.2 Alternatively on contracts first coming into operation on or after March, 2015 for registered local bus services, contractors will be required to provide evidence that procedures used by the company are robust to ensure punctuality of services as outlined in the Traffic Commissioner's guidelines. Contractors should be able to demonstrate that the system(s) they have in place in relation to punctuality are being employed and are working effectively, On request; the contractor will make available to the Traffic Commissioner or the Driver & Vehicle Standards Agency (DVSA) punctuality performance data on their services.
- 11.3 Where the contractor is a participant of the PIP then failure to adhere to the terms of that agreement will be deemed a material breach of the local bus service contracts.

12. REAL TIME PASSENGER INFORMATION SYSTEMS

- 12.1 On contracts first operating on or after 1st March, 2015 the authority reserves the right to specify that the Contract must use vehicles fitted with Automatic Vehicle Location equipment or other associated equipment during the Contract Period in order to drive the Council's real time passenger information system.

This requirement will be specified in the tender documents and will form part of any subsequent contract.

- 12.2 Data must be provided to the standards set out in Schedule F of the "Endeavour Card /Real Time Passenger Information Scheme Agreement" document in place at the time of award
- 12.3 The Contractor shall, as set out in that agreement 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.
- 12.4 Any changes to information provided under the terms of sub clause 12.3 will be required to be notified to the Council. (e.g. change of driver duty numbers)

13. PAYMENTS

- 13.1 The Operator shall submit to the Director of Resource Management of the Council an invoice at the end of each period and this shall be presented within 28 days of the end of each period.

The Council will on an annual basis advise all Operators of the relevant dates for these periods.

Any invoice submitted outside of the 28 days may not be processed in line with the provisions of clause 13.2 although every effort will be made to do so.

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 3.1 of Appendix 1. No payment will be made until the required supporting information is supplied.

- 13.2 Within 14 days of receipt of the invoice and all supporting information, the Director of Resource Management 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.
- 13.3 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
- 13.4 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 .

- 13.5 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.

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. 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 passengers;
- (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.

14 RECOVERY OF SUMS DUE TO THE COUNCIL

- 14.1 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.
- 14.2 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.
- 14.3 Any sum shall also be recoverable where that recovery is permitted by any other agreement or contract entered into between the Council and the Contractor. Any notice given in respect of this recovery will comply with the terms of such agreements or contracts

**Appendix 2 –
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 seatbelts 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.

- 1.8 From the dates specified by legislation and where applicable for the class of vehicle used on the contract, the vehicle delivering a local or scheduled bus service shall in all ways meet accessibility regulations set out in statute by the Public Service Vehicle Accessibility Regulations 2000 (PSVAR)

The dates by which different vehicle types have to be compliant are:

- 1 January 2015 – all buses and coaches up to 7.5 tonnes GVW
- 1 January 2016 – single-deck buses over 7.5 tonnes GVW
- 1 January 2017 – double-deck buses
- 1 January 2020 – coaches

After the applicable dates failure to comply with the legislation will be viewed as Category T , “Operating contravening existing legislation” within the table of breaches of contract set out in Schedule 1 of these Terms and Conditions.

Such contraventions will result in immediate termination of the contract.

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.

Pupil days should still be viewed as schooldays. Where a service has been registered as a local bus service to operate on schooldays / college days then the service must operate to comply with the terms of the registration.

- 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.

3. PAYMENTS

- 3.1 The Operator shall submit to the Council an invoice at the end of each period and this shall be presented within 28 days of the end of each period.

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.

Any invoice submitted outside of the 28 days may not be processed in line with the provisions of this clause although every effort will be made to do so.

- 3.2 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.
- 3.3 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
- 3.4 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.

4 RECOVERY OF SUMS DUE TO THE COUNCIL

- 4.1 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.
- 4.2 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.

- 4.3 Any sum shall also be recoverable where that recovery is permitted by any other agreement or contract entered into between the Council and the Contractor. Any notice given in respect of this recovery will comply with the terms of such agreements or contracts

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**Appendix 3 – 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.

- 2.5 From the dates specified by legislation and where applicable for the class of vehicle used on the contract, the vehicle delivering a local or scheduled bus service shall in all ways meet accessibility regulations set out in statute by the Public Service Vehicle Accessibility Regulations 2000 (PSVAR)

The dates by which different vehicle types have to be compliant are:

- 1 January 2015 – all buses and coaches up to 7.5 tonnes GVW
- 1 January 2016 – single-deck buses over 7.5 tonnes GVW
- 1 January 2017 – double-deck buses
- 1 January 2020 – coaches

After the applicable dates failure to comply with the legislation will be viewed as Category T , “Operating contravening existing legislation” within the table of breaches of contract set out in Schedule 1 of these Terms and Conditions.

Such contraventions will result in immediate termination of the contract.

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.

4. PAYMENTS

- 4.1 The Operator shall submit to the Director of Resource Management of the Council an invoice at the end of each period and this shall be presented within 28 days of the end of each period.

The Council will on an annual basis advise all Operators of the relevant dates for these periods.

Any invoice submitted outside of the 28 days may not be processed in line with the provisions of clause 4.2 although every effort will be made to do so.

- 4.2 Within 14 days of receipt of the invoice and all supporting information, the Director of Resource Management 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.

5 RECOVERY OF SUMS DUE TO THE COUNCIL

- 5.1 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.
- 5.2 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.
- 5.3 Any sum shall also be recoverable where that recovery is permitted by any other agreement or contract entered into between the Council and the Contractor. Any notice given in respect of this recovery will comply with the terms of such agreements or contracts

**Appendix 4 – CONDITIONS RELATING SPECIFICALLY TO CONTRACTS
OPERATING DEMAND LED TRANSPORT
(Formerly referred to as DRT, Dial a Ride, Community Car Services.)**

This section draws together all the specific requirements and other information regarding Demand Led 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. TERMS AND CONDITIONS APPLICABLE TO CONTRACTS FOR DEMAND LED SERVICES.

- 1.1 For the avoidance of doubt the following clauses and all sub clauses therein shall apply to services operating this form of contract unless the specification under which the contract was awarded is such that any of these clauses and/or sub clauses is contradicted. In such cases those conditions set out in the tender and contract award shall have precedence.

Clause number	Primary heading
1	General
2	Operators Licence
3	Certificate of competence
4	Indemnity and Insurance
5	The Contract
9	Dealing with information
10	Miscellaneous general provisions

2. REGISTRATION OF SERVICES

- 2.1 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 DVSA. 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.

- 2.2 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.
- 2.3 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.

3. PAYMENTS

- 3.1 The Operator shall submit to the Director of Resource Management of the Council an invoice at the end of each period and this shall be presented within 28 days of the end of each period.

The Council will on an annual basis advise all Operators of the relevant dates for these periods.

Any invoice submitted outside of the 28 days may not be processed in line with the provisions of clause 3.2 although every effort will be made to do so.

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

- 3.2 Within 14 days of receipt of the invoice and all supporting information, the Director of Resource Management 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.
- 3.3 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 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.
- 3.4 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.

The supporting information required will be:-

- (a) total passengers;
- (b) total number of bookings attempted by customers
- (c) total number of bookings that were not fulfilled
- (d) total fare revenue;
- (e) mileage operated;
- (f) number of trips that integrated with other services
- (g) Purpose of journey

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.

4. RECOVERY OF SUMS DUE TO THE COUNCIL

- 4.1 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.
- 4.2 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.
- 4.3 Any sum shall also be recoverable where that recovery is permitted by any other agreement or contract entered into between the Council and the Contractor. Any notice given in respect of this recovery will comply with the terms of such agreements or contracts

5. BUS SERVICE OPERATORS GRANT

5.1 The following conditions will therefore apply to all contracts for the delivery of this category of service –

a) Elements of the contract operated utilising a section 19 permit	(i) The operator will claim any grant directly from Department for Transport complying with any guidance in force for such claims at that time
b) Elements of the contract operated utilising a section 22 permit	(i) The contract sum includes a level of payment for BSOG and no further claims will be accepted.
c) Claims for AVL / Smart ticketing payment enhancements to BSOG	(i) All claims should be made to Department for Transport regardless of the contract status. (ii) No claims will be entertained by the authority.

5.2 In the event of future changes made by government to the BSOG scheme and in particular the withdrawal of any future funding from Department for Transport the authority shall have no liability in respect of payments made under a) and c).

In any of these cases all notice to terminate periods will apply to all parties.

5.3 This sum should be invoiced each payment period on the same invoice as the main contract claim but should be itemised as a separate line.

6. QUALITY OF SERVICE

6.1 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 The Contractor shall ensure that vehicles wait for up to 10 minutes for late connecting services to ensure the safety and comfort of the passenger transferring to another service. Vehicles need no wait where the transfer location is a bus or rail station

6.4 These inspections/surveys/observations may lead to the issue of breach notices as in Schedule 1

6.5 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.

- 6.6 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.

Where a compliance notice under the terms of the schedule has been issued and the operator is of the view that 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.

- 6.7 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.

- 6.8 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.

- 6.9 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. The type and size of vehicles to be used must be in accord with the vehicle details set out in the Contract Documents.
- 7.2 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.
- 7.3 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.

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 DVSA, 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.

- 7.4 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 Driver and Vehicle Standards Agency (DVSA) (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.

- 7.5 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
- 7.6 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.

- 7.8 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.
- 7.9 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.
- 7.10 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.
- 7.11 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.
- 7.12 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.
- 7.13 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 seatbelts available.

- 7.14 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.
- 7.15 In relation to the regulations and other Council requirements for seat-belts set out in conditions 7.12 and 7.13, 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 7.12) comply with the MOT standard effective from 1 August 1998.

8. DRIVERS AND OTHER STAFF

- 8.1 Any contractor must submit to a check of the most extensive available kind being made with the Disclosure and Barring Service 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 In respect of Para 8.1 the council may require, unless otherwise agreed that such checks are undertaken by the Council and that the costs incurred of any such checks will be met by the operator.
- 8.3 Where any person discloses any convictions or is found to have any convictions following the results of a Disclosure and Barring Service check that in the opinion of the Council indicates that there is cause for concern regarding his or her suitability to be involved in the provision of the contract. Employees must not be employed on contracts until all such checks have been undertaken and completed to the satisfaction of the Council.
- 8.4 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 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. Where training to a specified level is detailed in the tender documentation relevant staff employed on the contract must meet the standard specified.
- 8.6 The driver shall for all purposes be deemed to be the servants of the Contractor.
- 8.7 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.
- 8.8 Contractors should note that they and their drivers 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.
- 8.9 Contractors and their drivers 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.

- 8.10 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.

- 8.11 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. TRAVEL SCHEMES

- 9.1 Where the service operated qualifies, the Contractor shall carry holders of valid English National Concessionary Travel Scheme passes for elderly, disabled and blind persons 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.

- 9.2 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, or any other relevant scheme to provide information or data relevant for the calculation of reimbursement payments to the Council.
- 9.3 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.

10. WAYBILLS AND RECORDS

A daily/weekly (as agreed in advance with the Council) record must be kept of individual journeys. Such records are to be made available to the Council as required, for analysis and audit purposes.

11. STOPPING PLACES, BUS STATIONS AND BUS STANDS

- 11.1 Passengers shall be picked up and set down at such places and times as requested to enable journey completion or to connect to another service.

In rural areas stops may not be formally identified so pick up points must be agreed in advance with the passenger. Passengers should only board or alight at points where the driver is satisfied that the location at which they stop does not pose a risk to themselves, passengers or other road users.

Where it is intended that the passenger should transfer to another service then this interchange point should be at a safe and comfortable location where there is some means for the passenger to establish contact with providers in the event of service failure.

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.

11.2 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.

11.3 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.

11.4 Engines shall be switched off whilst vehicles are standing and where the vehicle is required by the schedule to wait for a period in excess of 2 minutes.

11.5 Reversing horns shall not be used during the prohibited hours.

12. PUBLIC HOLIDAYS

12.1 Unless otherwise stated the Contractor shall provide the Service on public holidays and specified adjacent days as follows:

New Year's Day	No Service
Good Friday	Sunday Service
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
Boxing Day	No Service
New Year's Eve	Normal service unless specified to the contrary

12.2 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.

13. PUBLICITY

13.1 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.

13.2 Leaflets 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.

- 13.3 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.

14. FARES/PASS ACCEPTANCE/FARES CONDITIONS

- 14.1 In the case of a Contract awarded on the basis of Fixed Cost the fares charged to passengers must accord with the agreed Fare Scale and conditions which must not be exceeded.

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.

- 14.2 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.
- 14.3 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.
- 14.4 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. (where applicable)
- (b) Similar passes issued by local authorities through whose area the Service passes
- (c) Any other pass or permit issued by the Council.
- (d) 7/10 day passes
- (e) Surveyors passes

- 14.5 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

15 ENDEAVOUR CARD

- 15.1 Valid Endeavour Cards must be accepted and the discount that is prevailing at that time must be applied. Such discounts are included on the fare scale that is provided with each contract.
- 15.2 There is no requirement to use the "smart" facility within this card and discount should be applied upon production of the card as proof of entitlement.

**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 or 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 tables on the following pages show the breach points that may be imposed for various breaches of contract according to the type of contract being delivered.

Table A – RELATING SPECIFICALLY TO CONTRACTS OPERATING REGISTERED LOCAL BUS SERVICES

Table B – RELATING SPECIFICALLY TO CONTRACTS OPERATING HOME TO SCHOOL TRANSPORT.

Table C – RELATING SPECIFICALLY TO CONTRACTS OPERATING SPECIALISED TRANSPORT (Formerly Special Educational Needs / Adult and Community Services Transport)

Table D - RELATING SPECIFICALLY TO CONTRACTS OPERATING DEMAND LED TRANSPORT (Formerly referred to as DRT, Dial a Ride, Community Car Services.)

Table A - RELATING SPECIFICALLY TO CONTRACTS OPERATING REGISTERED LOCAL BUS SERVICES

Breach Code	Description of Breach	Breach Points
A	Correct destination not displayed	20
B	Correct service number not displayed	20
C	Destination not illuminated (where applicable) <u>or</u> not legible from 50m	5
D	Failure to issue ticket or alternative receipt (e.g. in the event of a ticket machine breakdown)	15
E	No radio or other communications equipment on vehicle (where specified by the contract)	15
F	Vehicle of inferior specification to that contained in contract documents (include age, seating capacity and DiPTAC/PSVAR specification)	30
G	Operation of a journey 3 or more minutes early	30
H	Operation of a journey 10 or more minutes 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 service 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 the contract (without adequate reason)	30
O	Failure to notify lost mileage or other non-operation (per journey)	30
P	No electronic ticket 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 journey)	5
T	Operating contravening existing legislation e.g. no insurance or tax, driver smoking, drinking or driving under the influence of alcohol, use of prohibited drugs, use of mobile phone whilst driving etc.	100
U	No automatic vehicle location equipment or other contractually specified equipment installed	10

Table B – RELATING SPECIFICALLY TO CONTRACTS OPERATING HOME TO SCHOOL TRANSPORT.

Breach Code	Description of Breach	Breach Points
HTSA	No destination or route number displayed	20
HTSB	No radio or other communications equipment on vehicle (where specified by the contract)	15
HTSC	Vehicle of inferior specification to that contained in contract documents including age, seating capacity and DiPTAC/PSVAR specification, (Seating capacity may be provided on more than one vehicle so long as total is as per specification)	30
HTSD	Operation of a journey 3 or more minutes early	30
HTSE	Operation of a journey 10 or more minutes late	30
HTSF	Failure to operate to correct route	30
HTSG	Failure to operate complete journeys (per journey)	30
HTSH	Failure to pick up passengers	30
HTSI	Failure to carry out checks on student passes	15
HTSJ	Failure to keep vehicle in adequate condition of cleanliness (per journey)	5
HTSK	Failure to display school bus sign	50
HTSL	Operating contravening existing legislation e.g. no insurance or tax, driver smoking, drinking or driving under the influence of alcohol, use of prohibited drugs, use of mobile phone whilst driving etc.	100

Table C – RELATING SPECIFICALLY TO CONTRACTS OPERATING SPECIALISED TRANSPORT (Formerly Special Educational Needs / Adult and Community Services Transport)

Breach Code	Description of Breach	Breach Points
SPA	Failure to operate to correct route	30
SPB	Failure to operate complete journeys (per journey)	30
SPC	Failure to pick up passengers	30
SPD	Vehicle of inferior specification to that contained in contract documents including age, seating capacity, wheelchair accessibility, equipment fitted	30
SPE	Failure to keep vehicle in adequate condition of cleanliness (per journey)	5
SPF	Failure to notify council of journeys not operated	30
SPG	Failure to notify authority of change in circumstances which are made known to the contractor (e.g. passenger no longer travelling/passenger in hospital/passenger deceased)	50
SPH	Operating contravening existing legislation e.g. no insurance or tax, driver smoking, drinking or driving under the influence of alcohol, use of prohibited drugs, use of mobile phone whilst driving etc.	100

Table D - RELATING SPECIFICALLY TO CONTRACTS OPERATING DEMAND LED TRANSPORT (Formerly referred to as DRT, Dial a Ride, Community Car Services.)

Breach Code	Description of Breach	Breach Points
DLA	Failure (without reason) to minimise mileage by connecting with existing transport services.	20
DLB	Failure to keep vehicle in adequate condition of cleanliness (per journey)	5
DLC	Charging of incorrect fares (per instance)	15
DLD	Failure to notify fares change	10
DLE	Operating contravening existing legislation e.g. no insurance or tax, driver smoking, drinking or driving under the influence of alcohol, use of prohibited drugs, use of mobile phone whilst driving etc.	100

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.

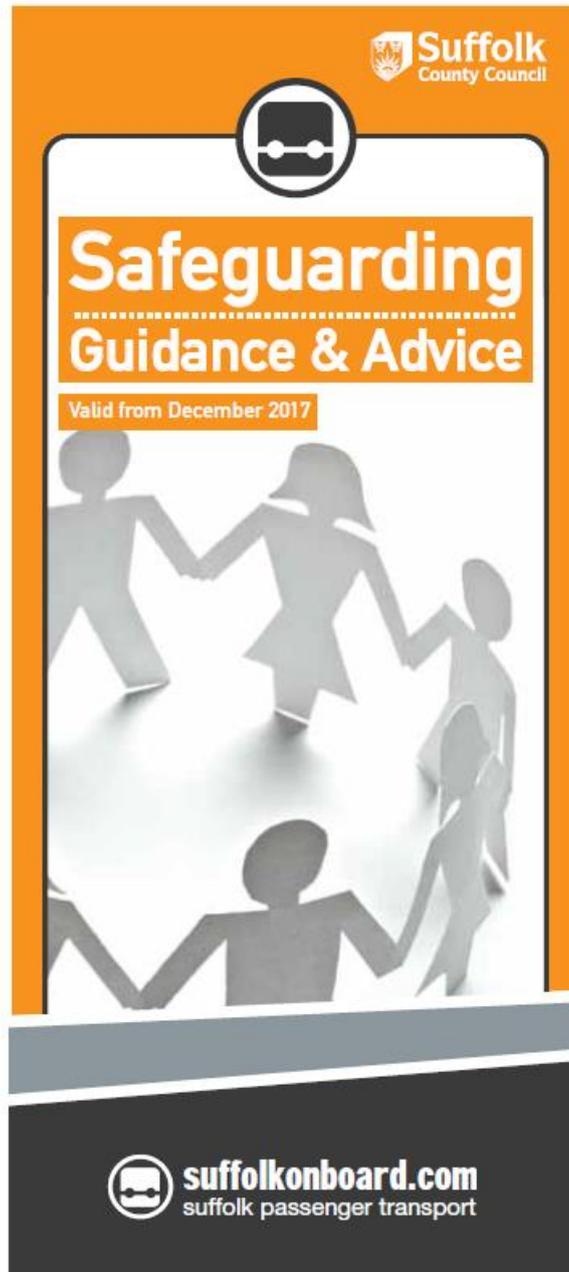
Following due consideration of the appeal the Operator will be informed of the outcome and this decision will be final.

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

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

This new leaflet will 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 and adults on specialised transport. This leaflet will also give guidance on emergency and breakdown procedures.

Copies of the leaflet will be available free of charge and operators must ensure that staff operating applicable contracts are familiar with their contents.



The following clauses (17.1 – 17.15) relate to the contractual requirements for Safeguarding and are in addition to any clauses in the main body of these terms and conditions.

Where there is any conflict between the two then these clauses shall take precedence.

These clauses and the guidance that follows have been appended to the Terms and Conditions to ensure a consistent approach to dealing with such matters after the introduction of the Dynamic Purchasing System (DPS)

- 17.1 Any contractor must submit to a check of the most extensive available kind being made with the Disclosure and Barring Service 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.
- 17.2 In respect of Para 17.1 the council will require, unless otherwise agreed that such checks are undertaken by the Council and that the costs incurred of any such checks will be met by the operator.
- 17.3 Where any person discloses any convictions, or is found to have any convictions following the results of a Disclosure and Barring Service check that in the opinion of the Council indicates that there is cause for concern regarding his or her suitability to be involved in the provision of the contract then that employee must not be employed on contracts until all such checks have been undertaken and completed to the satisfaction of the Council.
- 17.4 All convictions will be considered within the framework set out in Appendix B. A panel of officers will consider any disclosures of concern and the applicant may be given the opportunity to provide further information / an explanation of specific offences disclosed.
- 17.5 Where an incident occurs, or a report is received involving any member of staff engaged on the contract and that incident is considered by Council to be of concern in respect of the safety and well-being of a passenger or other person, then the authority reserves the right to temporarily suspend that person from employment on that or any other contract pending an investigation of the incident.
- 17.6 The Council having considered any disclosures or having investigated any incident reserve the right to specify that a person is not suitable to drive or to be carried as the conductor or the passenger assistant.
- 17.7 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.
- 17.8 Contractors and their drivers and passenger assistants may be provided with advice on safeguarding and 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.
- 17.9 Contractor's passenger assistants shall attend the Council's training information day and any individual training as required.
- 17.10 The Council may ask, and the Contractor will comply, that any member of staff employed in the operation of the Services is removed from involvement with any aspect of Service delivery or management where the Council deem their behaviour to be incompatible with the operation of the Services

This includes occasions where the relationship between a Service User, their Family/ Carers and Driver has broken down even if the Driver is not at fault. The Council has a duty of care to Service Users including their emotional wellbeing and reserves the right to act in the best interests of the Service User

- 17.11 The Council shall in no circumstances be liable either to the Contractor or to the Contractor's employee in respect of any liability loss or damage occasioned by such removal and the Contractor shall fully indemnify the Council against any such claim made.
- 17.12 The driver, conductor and contractor's passenger assistant shall for all purposes be deemed to be the servants of the Contractor.
- 17.13 If the Contractor fails to monitor its staff and comply with any of the preceding clauses in this section, the Council may terminate the Contract immediately.
- 17.14 Without prejudice to any of the other rights, remedies or provisions available to the Council under this Contract where the Council reasonably believes the actions or omissions of the Contractor amount to a general failure on behalf of the Contractor to discharge its Safeguarding obligations under this Contract OR where the Contractor has been found to have breached its Safeguarding obligations under this Contract OR where a contract between the Contractor or and another Public Body has been terminated due to failure to comply with Safeguarding obligations or another equivalent reason relating to Safeguarding THEN the Council may take any or all of the following actions:
- a) suspend this Contract under the provisions of clause 9 (Default) and/or;
 - b) terminate this Contract without notice; and/or,
 - c) terminate all contracts between the Operator and the Council without notice; and/or,
 - d) remove the Operator from the Dynamic Purchasing System without notice; and/or,
 - e) notify any public body or public organisation of any Safeguarding issues.
- 17.15 The Council shall in no circumstances be liable to the Operator or to the Operator's employee in respect of any liability loss or damage occasioned by such termination and removal from the Dynamic Purchasing System.

GUIDELINES RELATING TO THE RELEVANCE OF CONVICTIONS FOR NEW AND CONTINUING DRIVER AND PASSENGER ASSISTANT APPLICANTS

1. GENERAL POLICY

- 1.1 A Police Caution is considered and administered when a person comes to the notice of the Police for the first time. A formal caution is only offered if there is sufficient evidence that would lead to a prosecution and the offender also admits his/her guilt. A formal Police Caution will therefore be viewed as a conviction.
- 1.2 In the case of a Police Caution the period free of conviction will be the same as for any other conviction and will run from the date the caution was administered.
- 1.3 Each case will be decided on its own merits. Although an applicant may have convictions, which would fall under the guidelines of the policy, the Council will always consider the full facts of the case and any mitigating or other circumstances, before making a decision.
- 1.4 An applicant with previous conviction(s) need not be permanently banned from driving on Council contracts, but depending on the offences involved, they will be expected to have remained free of conviction for the periods indicated in these guidelines before an application is considered.
- 1.5 The term free of conviction will be calculated to run from the date of conviction for each offence recorded. The Council will however retain the discretion to refuse a request to drive even after such a period has elapsed.
- 1.6 If the offence is isolated, there are mitigating circumstances and/or the period free of conviction has not been satisfied, some discretion may be appropriate, but the overriding consideration should be the safety and protection of the public.
- 1.7 In cases where applicants have been disqualified from driving, the period free of conviction will run from the date of the restoration of the driving licence or if required to take a driving test, from the date of passing the test.
- 1.8 Sections ~~~~~ of this appendix afford an illustration of the likely response of the Council where convictions or police cautions are revealed.

2. TRAFFIC OFFENCES

Minor Traffic Offences (as listed in Annex 1) –

If an applicant has received a conviction for a minor traffic offence, 6 months free of conviction should have elapsed before an application will be considered.

If an applicant has more than one conviction, in the last three years, 12 months free of conviction should have elapsed since the most recent conviction, before an application will be considered

Major Traffic Offences (as listed in Annex 2) –

Drivers are responsible for the safety of members of the public who travel in their vehicles and a serious view will always be taken of a conviction for a major traffic offence.

If an applicant has a conviction for a major traffic offence, without disqualification, 12 months free of conviction should have elapsed before an application will be considered.

If an applicant has more than one conviction, in the last three years, 2 years free of conviction should have elapsed since the most recent conviction, before an application will be considered.

Hybrid Traffic Offences (as listed in Annex 3) -

Offences of this type will be treated as major traffic offences if the court awarded 4 or more penalty points for the offence and as a minor traffic offence if the court awarded 3 or less penalty points for the offence.

Disqualification -

Where an applicant has been disqualified from driving for a major traffic offence, 3 years free of conviction should have elapsed before an application will be considered.

If an applicant has previously accrued sufficient penalty points to require a period of disqualification (totting up), a period of 12 months free of conviction should have elapsed before an application will be considered.

In 'totting up' cases where disqualification is considered by the court but because of 'exceptional circumstances' they decide not to disqualify a driver, 12 months from the date the court made its finding should have elapsed before an application will be considered.

3. DRUNKENNESS AND RELATED OFFENCES

With a Motor Vehicle –

A very serious view will be taken of convictions of driving or being in charge of a vehicle whilst under the influence of drink or drugs or failing to provide a specimen for analysis.

If an applicant has been disqualified from driving as a result of a conviction for this type of offence, then before an application is considered, 3 years free of conviction should have elapsed.

If an applicant has more than one conviction for this type of offence then serious doubts should be raised as to his/her suitability to drive a vehicle carrying passengers. Although each case will always be considered on its own merits, the council will always retain the discretion to refuse an application, with the overriding consideration being the safety of the public.

If there is any suggestion that an applicant is or was an alcoholic then grave doubts should arise as to their suitability to drive a bus. The Council may request a special medical examination to be arranged at the expense of the applicant, and depending on the medical evidence and advice given, at least 6 years should have elapsed after any treatment has been completed before an application is considered.

Although each case will be considered on its own merits, the Council will retain the discretion to refuse a request to drive on contracts for the council, with the overriding consideration being the safety and protection of the public.

Not in a motor vehicle -

An isolated conviction for a drink related offence should not necessarily debar an applicant from obtaining driving on a council contract.

If an applicant has more than one conviction for this type of offence, at least 3 years free of conviction should have elapsed since the most recent conviction before an application is considered.

A number of convictions for offences of this type may indicate a medical problem and grave doubts should arise as to the suitability of the applicant to drive on council contracts. The Council may request a special medical examination to be arranged at the expense of the applicant and depending on the medical evidence and advice given, at least 6 years should have elapsed after any treatment has been completed before an application is considered.

Although each case will be considered on its own merits, the Council will retain the discretion to refuse an application, with the overriding consideration being the safety and protection of the public.

4. DRUGS

A serious view will always be taken of a conviction for any offence involving drugs. Drivers and Passenger Assistants are responsible for the safety of members of the public who are traveling in their vehicles.

An applicant with a conviction for a drug related offence involving a Class A, B or C drug will be required to show a period free of conviction as follows:

1. Class A drug the period will be 5 years
2. Class B drug the period will be 4 years
3. Class C drug the period will be 3 years

If an applicant has more than one conviction for a drug related offence, then depending on the type of drug involved, the period free of conviction which should have elapsed since the most recent conviction will be either double or a combination (if the class of drug is different) from the periods shown above.

If there is any suggestion that an applicant is or was a drug addict, then grave doubts should arise as to their suitability to work on council contracts. The Council may request a special medical examination to be arranged at the expense of the applicant and depending on the medical evidence and advice given at least 6 years should have elapsed after any treatment has been completed before an application is considered.

Although each case will be considered on its own merits, the Council will retain the discretion to refuse an application, with the overriding consideration being the safety and protection of the public.

5. INDECENCY / SEXUAL OFFENCES

Drivers often carry unaccompanied passengers and Passenger Assistants may come into close contact with passengers so a serious view will always be taken of a conviction for an indecency/sexual offence.

When considering the seriousness of any indecency/sexual offence, the overriding consideration will always be the safety and protection of the public.

As such, an applicant with a conviction for any sexual offence will raise very grave doubts of his/her suitability to drive on council contracts and so will generally be refused.

6. DISHONESTY

Drivers and Passenger Assistants are expected to be trustworthy persons.

An applicant with a conviction for an offence such as theft, bilking (making off without payment), handling stolen goods or deception, should be required to show a period of at least 3 years free of conviction before an application is considered. If an applicant has more than one conviction for this type of offence, then at least 5 years free of conviction should have elapsed since the most recent conviction before an application will be considered.

An applicant with a conviction for a more serious offence such as Burglary, Fraud or Forgery should be required to show a period of at least 5 years free of conviction before an application is considered. If an applicant has more than one conviction for this type of offence, then at least 7 years free of conviction should have elapsed since the most recent conviction before an application will be considered.

7. CRIMINAL DAMAGE

A minor offence of criminal damage should not necessarily debar an applicant from driving on council contracts.

If an applicant has more than one conviction for this type of offence, at least 3 years free of conviction should have elapsed since the most recent conviction before an application will be considered.

Offences such as arson are considered much more serious and applicants will generally be refused.

8. OFFENCES AGAINST THE PERSON (ASSAULT) / VIOLENCE

As drivers and Passenger Assistants maintain a close contact with the public, a firm line will be taken with applicants who have convictions for grievous bodily harm, wounding, assault or any other type of offence of a violent nature, with the overriding consideration being the safety and protection of the public.

An applicant with a conviction for a minor offence of assault such as common assault, battery, or obstruction should be required to show a period of at least 3 years free of conviction before an application is considered. If an applicant has more than one conviction for this type of offence, then at least 5 years free of conviction should have elapsed since the most recent conviction before an application will be considered.

An applicant with a conviction for a more serious offence of assault such as ABH, Assault on Police, Affray, Resisting Arrest, Possessing an Offensive Weapon, Racially-aggravated criminal damage or Racially-aggravated offence, should be required to show a period of at least 5 years free of conviction before an application is considered. If an applicant has more than one conviction for this type of offence, then at least 7 years free of conviction should have elapsed since the most recent conviction before an application will be considered.

An applicant with a conviction for the most serious offences of assault such as GBH, Malicious Wounding or Robbery, should be required to show a period of at least 8 years free of conviction before an application is considered. If an applicant has more than one conviction for this type of offence, then at least 10 years free of conviction should have elapsed since the most recent conviction before an application will be considered.

An applicant with a conviction for an offence of Murder, Manslaughter or Manslaughter or Culpable Homicide While Driving, should raise grave doubts as to the applicants suitability to drive on council contracts. The Council will normally refuse an application, the overriding consideration being the safety of the public.

9. OTHER OFFENCES

Where a Binding Order, Community Service Order or a Restraining Order have been imposed by the Court, then no application should be considered, whilst that order is still current. A period of at least 2 years should have elapsed, after the expiry of the order, before an application is considered and even then, the overall consideration will be the protection of the public.

10. PENDING OFFENCES

Any applicant is further required to disclose details of any charges pending against him. If there is a pending charge, the application will not be considered until the result of the case is known. The application will then be considered in line with the guidelines relating to the relevance of convictions.

Annex 1 – Minor Traffic Offences

MS10	Leaving a vehicle in a dangerous position
MS20	Unlawful pillion riding
MS30	Play street Offences
MS40	Driving with uncorrected defective eyesight or refusing to submit to a test
MS70	Driving with uncorrected defective eyesight
MS80	Refusing to submit to an eyesight test
MS90	Failure to give information as to identity of driver etc
MW10	Contravention of Special Road Regulations (excluding speed limits)
PC10	Undefined contravention of Pedestrian Crossing Regulations
PC20	Contravention of Pedestrian Crossing Regulations with moving vehicle
PC30	Contravention of Pedestrian Crossing Regulations with stationary vehicle
TS10	Failing to comply with traffic light signals
TS20	Failing to comply with double white lines
TS30	Failing to comply with a 'Stop' sign
TS40	Failing to comply with direction of a constable or traffic warden
TS50	Failing to comply with traffic sign (excluding 'Stop' sign, traffic lights or double white lines)
TS60	Failing to comply with school crossing patrol sign
TS70	Undefined failure to comply with a traffic direction sign

Aiding, abetting, counseling or procuring

Offences as coded above, but with 0 changed to 2 (e.g. PC10 becomes PC12)

Causing or permitting

Offences as coded above, but with 0 changed to 4 (e.g. PC10 becomes PC14)

Inciting

Offences as coded above, but with 0 changed to 6 (e.g. PC10 becomes PC16)

Annex 2 – Major Traffic Offences

AC10	Failing to stop after an accident
AC20	Failing to give particulars or to report an accident within 24 hours
AC30	Undefined accident offences
BA10	Driving while disqualified by order of court
BA20	Attempting to drive while disqualified by order of court
CD10	Driving without due care and attention
CD20	Driving without reasonable consideration for other road users
CD30	Driving without due care and attention or without reasonable consideration for other road users
CD40	Causing death through careless driving when unfit through drink
CD50	Causing death by careless driving when unfit through drugs
CD60	Causing death by careless driving with alcohol level above the limit
CD70	Causing death by careless driving then failing to supply a specimen for analysis
DD40	Dangerous driving
DD60	Manslaughter or culpable homicide while driving a vehicle
DD80	Causing death by dangerous driving
DR10	Driving or attempting to drive with alcohol level above limit
DR20	Driving or attempting to drive while unfit through drink
DR30	Driving or attempting to drive then failing to supply a specimen for analysis
DR40	In charge of a vehicle while alcohol level above limit
DR50	In charge of a vehicle while unfit through drink
DR60	Failure to provide a specimen for analysis in circumstances other than driving or attempting to drive.
DR70	Failing to provide specimen for breath test
DR80	Driving or attempting to drive when unfit through drugs
DR90	In charge of a vehicle when unfit through drugs
IN10	Using a vehicle uninsured against third party risks
LC20	Driving otherwise than in accordance with a licence
LC30	Driving after making a false declaration about fitness when applying for a licence
LC40	Driving a vehicle having failed to notify a disability
LC50	Driving after a licence has been revoked or refused on medical grounds
MS50	Motor racing on the highway
MS60	Offences not covered by other codes
UT50	Aggravated taking of a vehicle

Aiding, abetting, counseling or procuring

Offences as coded above, but with 0 changed to 2 (e.g. IN10 becomes IN12)

Causing or permitting

Offences as coded above, but with 0 changed to 4 (e.g. IN10 becomes IN14)

Inciting

Offences as coded above, but with 0 changed to 6 (e.g. IN10 becomes IN16)

Annex 3 – Hybrid Traffic Offences

CU10	Using vehicle with defective brakes
CU20	Causing or likely to cause danger by reason of use of unsuitable vehicle or using a vehicle with parts or accessories (excluding brakes, steering or tyres) in a dangerous condition
CU30	Using a vehicle with defective tyre(s)
CU40	Using a vehicle with defective steering
CU50	Causing or likely to cause danger by reason of load or passengers
SP10	Exceeding goods vehicle speed limit
SP20	Exceeding speed limit for type of vehicle (excluding goods or passenger vehicles)
SP30	Exceeding statutory speed limit on a public road
SP40	Exceeding passenger vehicle speed limit
SP50	Exceeding speed limit on a motorway
SP60	Undefined speed limit offence

Aiding, abetting, counseling or procuring

Offences as coded above, but with 0 changed to 2 (e.g. CU10 becomes CU12)

Causing or permitting

Offences as coded above, but with 0 changed to 4 (e.g. CU10 becomes CU14)

Inciting

Offences as coded above, but with 0 changed to 6 (e.g. CU10)

SCHEDULE 3
SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

The Contractor shall comply with any further written instructions with respect to processing by the Customer.

Any such further instructions shall be incorporated into this Schedule.

1) Subject matter of the processing	<p>a) This will initially be sufficient detail to permit an organisation to submit a price in an open procurement process and may include sufficient detail to identify the location of the home address of the person at postcode level only. A high level outline of the specific requirements of the individual will also be supplied insofar as it relates to the ability of the person to travel and for the bidder to arrive at a cost</p> <p>b) If a contract is awarded then sufficient detail including the name, address, age and contact telephone number for a responsible adult will be disclosed to the contract holder. Details of any disability insofar as it is relevant to the needs of the person relating to transport will also be disclosed</p>
2) Duration of the processing	<p>Processing periods relating to the two categories will be</p> <p>a) For the duration of the procurement process only</p> <p>b) For the duration of the contract that is in place to provide transport for the person</p>
3) Nature and purposes of the processing	<p>The purpose of the processing in each case is to discharge a statutory duty (or previously agreed discretionary offer) to provide transport for the person from their home address to a place of education or other activity.</p> <p>The process will involve the inclusion of sufficient data as to allow this purpose to be carried out through secure procurement portals which require supplier registration and log in.</p> <p>Further details upon award of contract will most usually be transmitted electronically using corporately approved secure systems.</p>
Type of Personal Data	<p>The personal data will most usually include the name, address and approximate age of the person to be transported and may additionally include contact details for parent/carer or other responsible adult for use in exceptional circumstances when contact is required between the parties.</p>
Categories of Data Subject	<p>a) Person entitled to transport, most usually vulnerable student or adult.</p> <p>b) Parent/carer or responsible person who has duty of care for person at a)</p>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>Data may be retained for the duration of the provision of the transport after which all copies of electronic messages and entries of telephone numbers on mobile devices should be deleted.</p> <p>Contract documentation may be retained beyond the end of the transport provision only insofar as is permitted by document retention guidelines for this class of document.</p> <p>No physical records should be made save for the purpose of recording mileages etc. and these should be limited to postcode level data. These may then be retained to the extent required by financial regulations.</p>

SCHEDULE 4
DOCUMENT CONTROL
(Changes from previous version of this document)

This section details changes made from version 2.1 of the Terms and Conditions of Contract.

Only changes that materially affect the delivery of contracts have been recorded in this
section

Changes to punctuation, spelling or layout have not been recorded except where they may be
interpreted as changing the spirit and meaning of the contract.

Preamble

Original Clause ref.	Revised Clause ref.	General title	Details of change
		Cover page	Version number updated to v2.2
		Table of contents	Definitions removed - "Data Controller" "Data Subject" "Personal Data" "Processing" and "process"
			Additional section of definitions added under heading "Data Protections Act, 2018"
		Table of contents	Page numbers revises after clause 9.2 to reflect additional content.

Main section

Original Clause ref.	Revised Clause ref.	General title	Details of change
9.2	9.2	Data Protection	All previous entries deleted 14 sub clauses added to meet legislative requirements of the Data Protection Act 2018.

Schedule 3 – Document control (Changes from previous version of this document)

Original Clause ref.	Revised Clause ref.	General title	Details of change
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Replaced with Schedule 3 - Schedule of Processing, Personal Data and Data Subjects

Schedule 4 – Document control (Changes from previous version of this document)

Original Clause ref.	Revised Clause ref.	General title	Details of change
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Previously Schedule 3 – updated

