



BEDFORD
BOROUGH COUNCIL

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SCHOOL AND SPECIALIST TRANSPORT SERVICE SPECIFICATION

August 2026

SCHOOL AND SPECIALIST TRANSPORT SERVICES TERMS AND CONDITIONS

In the case of any conflict as between these Special Conditions and the General Conditions of Contract, these Special Conditions shall prevail.

This Specification forms part of the Bedford Borough Council School and Specialist Transport Open Framework.

The Services shall be delivered in accordance with:

- a) the Open Framework Agreement;
- b) the Call-Off Terms and Conditions;
- c) the relevant Route Service Agreement; and
- d) this Specification.

In the event of any inconsistency, the order of precedence set out in the Call-Off Terms and Conditions shall apply.

PT1 CONTRACT MANAGEMENT & ADMINISTRATION

PT1.1 Basis of Contract

PT1.1.1 Transport Routes may be awarded under the Open Framework by:

- a) Direct Award; or
- b) a Competitive Selection Process, including a Mini-Competition, Reverse Auction, Electronic Auction or any other award procedure described in the Framework Agreement.

The Council shall determine the most appropriate award method for each Route in accordance with the Open Framework Agreement and the Procurement Act 2023.

The evaluation methodology applicable to any Competitive Selection Process shall be set out in the tender documentation issued for that Route.

PT1.1.2 The Council may award a Route by Direct Award where permitted under the Open Framework Agreement, the procurement documents and the Procurement Act 2023.

The decision whether to award a Route by Direct Award or by a Competitive Selection Process shall be entirely at the Council's discretion, having regard to its operational requirements, service continuity requirements, safeguarding considerations, value for money, market conditions, timescales and any other factors the Council considers relevant.

Nothing in this Specification shall oblige the Council to use any particular award method for a Route.

PT1.1.2A Each route awarded under the Open Framework shall be subject to a separate Route Service Agreement.
This Specification shall apply to that Route Service Agreement together with the Open Framework Agreement and the Call-Off Terms and Conditions.

PT1.1.2B The Provider acknowledges that:

- a) this Route Service Agreement is awarded under an Open Framework established pursuant to the Procurement Act 2023
- b) the Open Framework remains open to the admission of new providers throughout its term;
- c) the admission of additional providers shall not affect this Route Service Agreement;
- d) no minimum volume or value of Route awards is guaranteed;
- e) award of one Route does not create any entitlement to future Route awards.

PT1.1.3 This Contract will take effect from the date shown on the requirement, unless otherwise agreed in writing by both parties. On the expiry date it will terminate without further notice unless extended by agreement in writing between both parties for a period not exceeding the maximum period allowed by legislation, or unless it is previously terminated in accordance with any other provision of the Contract.

PT1.1.4 Any Route secured through the framework may be terminated before its expiry date by the Council serving notice in accordance with contractual terms and conditions under the following circumstances:

- a) The Route is no longer required because the individual(s) being transported no longer requires the Service
- b) The number of passengers to be conveyed has increased or decreased to such an extent that in the sole opinion of the Council a revision of the Route is appropriate
- c) Other arrangements are considered in the reasonable opinion of the Council to necessitate the termination of this Contract

PT1.2 Types of Call Off Contracts

PT1.2.1 At the point of supplying your Accreditation and Enrolment documentation to join the framework, you will choose which of the following Service Category Lot(s) you wish to be attached to: -

Lot 1 - 1-3 passengers (Not driver and PA)

- a Driver and Vehicle Only
- b Driver, PA and Vehicle
- c Driver, PA and Vehicle for 1 Wheelchair passenger

Lot 2 - 4-8 passengers (Not driver and PA)

- a Driver and Vehicle Only
- b Driver, PA and Vehicle
- c Driver, PA and Vehicle for up to 2 Wheelchair passengers

Lot 3 - PSV only - 9-16 passengers (Not driver or PA)

- a Driver and Vehicle Only
- b Driver, PA and Vehicle

- c Driver, PA and Vehicle for up to 4 Wheelchair passengers

Lot 4 - PSV only - 17-33 passengers (Not driver or PA)

- a Driver and Vehicle Only
- b Driver, PA and Vehicle
- c Driver, PA and Vehicle for up to 6 Wheelchair passengers

Lot 5 - PSV only - 49+ seats

- a Driver and Vehicle Only
- b Driver, PA and Vehicle

Lot 6 - Medical Transport

PT1.2.2 You do not have to be attached to each Service Category lot.

PT1.2.3 Throughout the lifecycle of the Open Framework, Providers may apply for admission to additional Lots in accordance with the Open Framework Agreement and the Framework Admission Procedure.

Where a Provider wishes to apply for admission to an additional Lot, the Provider must complete the process specified by the Council.

PT1.3 Sub-Contracting

PT1.3.1 The Contractor may not assign the Service or sub-Contract the provision of the Service or any part of the Service without the prior written consent of the Council. In an emergency however, the Contractor may verbally seek approval for any alternative arrangement. Any such alternative arrangement which extends for a period of two working days or more, the Contractor must seek and secure the Council's permission in writing. Any additional costs will be met at the Contractor's own expense.

PT1.3.2 In the case of an emergency, which would otherwise prevent the operation of the Service, the Contractor may hire in a compliant Vehicle or sub-Contract the provision of the service to ensure the provision of the Service. The maximum period of any emergency arrangement will be 48 hours. In these cases, the Contractor must comply with PT5.2 and PT1.11 and any additional costs will be met at the Contractor's own expense.

PT1.3.3 In any case where the Contractor assigns or sub-contracts the provision of all or any part of the Service the Contractor shall not be relieved of any of his or its responsibilities or liabilities under the Contract.

PT1.4 Payment

PT1.4.1 The parties acknowledge that at the Council's sole discretion, adam HTT Ltd act as the Council's payment agent for making payments to the Provider in respect of Charges that become payable.

PT1.4.2 Subject to the correction of any errors, Self-Billing Invoices shall be payable in accordance with the terms of the Self Billing Agreement, by adam Access UK Ltd.

PT1.4.3 The Council reserves the right to deduct any monies owing to the Contractor under this Contract the amount of any sum due from the

Contractor to the Council, whether arising from this or any other Contract between the two parties.

PT1.5 Variations to Services

- PT1.5.1 Any part of the Specification may be altered at any time by written agreement between the Contractor and the Council.
- PT1.5.2 Where such Variation does not involve a change to the specification of, or an increase in the number or capacity of, the Vehicle(s) used to perform the Service, does not involve a change to the days of the week or periods of the year (e.g. school terms) of operation, and does not otherwise fundamentally alter the nature of the Service, the Contractor will be required to implement the requested alteration at no extra cost to the Council.
- PT1.5.3 In the event of a minor change in the Council's requirements for a Route or of a request by the Provider to make minor modifications to the Route the Council will seek to agree with the Provider a variation to the Route. Any agreement reached shall be in writing prior to any routes changing by exchange of emails between both parties prior to any changes as required. In any case where agreement cannot be reached between the two parties within five days or the revised price is unacceptable to the Council, then either party may terminate the Contract in accordance with section PT1.7.
- PT1.5.4 When considering price variations, the Council will consider affordability and budgetary limits. The implementation of any price review and adjustment in accordance with the provisions of this clause shall be the sole responsibility and within the sole discretion of the Council. The Council's decision on matters of price adjustment is final
- PT1.5.5 The Contractor is deemed to have taken into account all reasonable circumstances in preparing the Tender, and no alteration to the Service or price will be considered to accommodate any failure of the Contractor to make adequate provision, financial or otherwise, for operation of the Service wholly in accordance with the Service Specification. However, if the Contractor becomes aware of any problem in operation, or any change in requirements of which he/she has not been notified by the Council or other appropriate officer, the Contractor must bring this to the attention of the Council immediately. Where it is agreed by the Council that a Variation is required to rectify an unforeseen situation, a revised Contract price may be agreed.
- PT1.5.6 Once the Contractor has accepted the tender and received the relevant route documentation from the Council's operational team, the Service is deemed to have been fully committed to by the Contractor. Should the Contractor subsequently withdraw from or "hand back" the Service without extenuating circumstances, the Council reserves the right to take appropriate action. This may include exclusion from participation in future tender opportunities. Each instance of a Service being handed back will be reviewed by the Council on a case-by-case basis to determine whether any penalties, restrictions or further contractual action should be applied.
For the avoidance of doubt, the handing back of a Service without prior agreement from the Council may also be considered a failure to provide the Service in accordance with clause PT 1.9 (Non-Operation of Service), and

may therefore result in further action under the provisions of that clause and associated contractual remedies.

PT1.5.7 Any modification to this Route Service Agreement or Service Specification shall only be implemented where:

- a) the modification is expressly provided for within the procurement documents;
- b) the modification is permitted by the Open Framework Agreement or Call-Off Terms and Conditions; or
- c) the Council determines that the modification is permitted under Chapter 4 of the Procurement Act 2023.

Any modification shall be recorded in writing.

PT1.6 Suspension of Services

PT1.6.1 In the event of serious and/or persistent failures to meet the requirements set out in the Service Specification or any breach of these Contract Conditions, the Council may suspend the operation of the Service for a period of up to six months. During such suspension, the Contractor will not operate the Service and will not be entitled to any payment or compensation from the Council, whether or not the Service is reinstated following the period of suspension.

PT1.6.2 Suspension may be applied where the issue is considered capable of remediation and immediate exclusion is not deemed proportionate. Examples include, but are not limited to:

- a) Expiry or lapse of an Operator's Licence, Taxi Licence, or other required authorisation;
- b) Delays in receiving confirmation of licence renewals from the relevant licensing authority;
- c) Expiry or insufficiency of required insurance cover;
- d) Failure to maintain mandatory safeguarding, compliance, or vehicle requirements.
- e) failure to maintain active admission status on the Open Framework
- f) suspension from participation in Route award processes under the Open Framework.

PT1.7 Service Termination

PT1.7.1 Contracts terminated by either party are subject to a notice period. If a provider has given notice, they will be responsible for delivery for the notice period and failure to do so could result in reviews in accordance with clause PT 1.9 (Non-Operation of Service) and may therefore result in further action under the provisions of that clause and associated contractual remedies. If a provider has given notice and replacement provider has been agreed by the council, then the full notice period may not need to be enforced and this will be communicated in writing by the council.

PT1.7.2 Subject to any additional powers in the provisions in the General Terms and Conditions herein and without prejudice to the generality therein, the Council may without notice and without prejudice to any accrued rights or

remedies under the Contract terminate the Service in the following circumstances:

- a) The Contractor fails to meet the requirements of the Service Specification;
- b) The Contractor commits a major breach (see Schedule 1) or persistent minor breaches of any of its obligations under the Contract;
Or
- c) in accordance with clause PT1.5, a route review takes place and there is the potential for Services to be amalgamated;

- PT1.7.3 The Council may remove a Provider from the Open Framework where:
- a) The grounds for suspension have not been remedied within the period specified by the Council;
 - b) The Provider commits a material breach of the Open Framework or any Call-Off Contract;
 - c) The Provider's performance falls below the standards required under the Open Framework and any agreed improvement actions have not been satisfactorily implemented;
 - d) The Provider's operator licence is revoked, permanently withdrawn, or otherwise ceases to be valid;
 - e) The Council considers the breach, non-compliance, or safeguarding concern to be sufficiently serious to justify immediate removal.
- PT1.7.4 The Council may remove or exclude a Provider from the Open Framework where a mandatory or discretionary exclusion ground applies under the Procurement Act 2023.

PT1.8 Ad-hoc Variations to Individual Services

- PT1.8.1 The Council shall be entitled to vary any Service by giving 24 hours' notice to the Contractor that a particular route or journey is not required for any specified time. In such circumstances, the Contractor shall ensure that no charge is made to the Council for any specific route or journey that has been so notified to the Contractor as not required for that period of time.

PT1.9 Non-Operation of Service

- PT1.9.1 The Contractor shall immediately notify the Council by telephone upon becoming aware of any inability to perform the Service, or of any actual or potential risk to the operation of the Service, providing full details of the circumstances, reasons and the anticipated duration of such non-performance or disruption. Such notification shall be made as soon as reasonably practicable and, in any event, no later than 60 minutes prior to the scheduled commencement of the affected Service, except where this is not possible, in which case notification shall be made without delay. The Contractor shall, following such telephone notification, provide written confirmation in accordance with the Council's prescribed communication requirements.

The Contractor shall take all reasonable steps to prevent disruption to the Service and to ensure that the Service is operated in accordance with the Service Specification.

Failure to provide the Service, including any failure to provide timely notification, implement appropriate contingency arrangements or to provide

a suitable replacement Vehicle, shall be deemed a failure to operate the Service and a breach of Contract. The Council may take action in accordance with the provisions of this Contract, including but not limited to the application of Default Points, recovery of costs, suspension, or termination of the Service.

Nothing in Section PT4 shall in any way alter the Contractor's obligation to provide the Service subject to Section PT1.

PT1.9.2 If the Contractor in the opinion of the Council fails to provide the Service or any part thereof with due diligence or in a proper, safe and responsible manner, the Council may itself provide or may engage and pay other persons to provide the Service or any part of it. All costs incurred thereby may be deducted from any sums due or which at any time thereafter may become due to the Contractor under the Contract or any other Contract with the Council or shall be recoverable from the Contractor by the Council as a debt.

PT1.10 Holidays and Temporary Closures

PT1.10.1 The Council shall give the Contractor: -

- a) not less than 5 days' written notice of all holidays and recognised closure periods (including but not limited to all main and half-term school or college holidays); and
- b) not less than 24 hours' written notice of occasional and other days when the Service is not required

and the Contractor shall not be entitled to any payment in respect of such days.

PT1.10.2 If any establishment, centre, school or college covered by the Service is closed and notice as per clause PT1.10.1 is not given by the Council, the Council shall pay 50% of that proportion of the Contract Price which is attributable to the transport of passengers to that establishment, centre, school or college for the period of such closure unless the period of such closure exceeds four weeks in which case no payment shall be made to the Contractor for any period of closure in excess of four weeks.

PT1.10.3 The Contractor shall make every reasonable effort to operate the service in adverse conditions of snow, ice, extreme heat, flood or any other extraordinary circumstances. When the Council has agreed with the Contractor that it is not practicable to operate the service for reasons of bad weather, the Council will pay 50% of the appropriate Contract price relating to services not performed as a result thereof. Details and reasons for any journeys not operated should accompany the invoice for the relevant period.

PT1.10.4 Where instructed by the Council that the Emergency Severe Weather Procedure, Nimbus, has become active; the Contractor will adhere to the instructions as published by the Council (Schedule 3).

PT1.10.5 The Contractor is responsible for ensuring that they are aware of, and keep up to date with, all relevant school term dates, including but not limited to inset days, early closures, and any other changes to the normal school operating calendar that may impact the operation of the Service. The Contractor shall take all reasonable steps to maintain accurate and up-to-date information and must ensure that Services are operated in accordance with such dates unless otherwise instructed by the Council.

PT1.11 Codes of Practice

PT1.11.1 The Contractor will observe all codes of practice, of which it has notice, issued from time to time by the Council relating to the provision of the Service and will ensure that its employees, agents and sub-Contractors are made aware of, and comply with, the provisions of such codes of practice.

PT2 STATUTORY REQUIREMENTS

PT2.1 Operating Licences

PT2.1.1 The Contractor will ensure that it holds all current licences or other permits required by law to operate any Vehicle and/or the Service.

PT2.1.2 Contractors will also ensure that all Drivers of any Vehicle are appropriately and currently licensed by the relevant licensing authority and these are not subject to any suspension or revocation and hold such permits as are required by law to enable them to drive a Vehicle. The Contractor must hold a Private Hire Operator's Licence, PSV Operating Licence or Section 19 permit. The Contractor shall produce copies of such licences to the Council at the time of award, upon each renewal (whether annual or otherwise), and at any other time upon request by the Council.

PT2.1.3 Where the Contract requires a Public Service Vehicle (PSV), the Contractor will keep in force a PSV Operator's Licence or the relevant classification, and operate in line with current, or successive, PSV legislation.

PT2.1.4 Where the Contract requires a taxi or Private Hire Vehicle, the Contractor must have and keep in force a current Hackney Carriage Licence and/or Private Hire Operator's Licence issued in the name of the Contractor for the entirety of the Contract and must comply with the Conditions attached to the Licence of the Private Hire Operator for whom they are attached.

PT2.2 Insurance

PT2.2.1 The Contractor shall maintain throughout:

a) its admission to the Open Framework; and

b) the duration of each Route Service Agreement,

all insurance required by the Open Framework Agreement, the Call-Off Terms and Conditions and this Specification.

The Contractor shall provide evidence of such insurance:

- i) on admission to the Open Framework;
- ii) upon renewal of any insurance policy;
- iii) upon request by the Council; and
- iv) prior to the commencement of any Route Service Agreement where requested by the Council.

Failure to maintain the required insurance may result in suspension from participation in Route award processes, suspension of a Route Service Agreement, removal from the Open Framework or termination of a Route Service Agreement.

PT2.2.2 The Contractor will maintain in respect of each Vehicle, a comprehensive policy of insurance to comply with the requirements of the Road Traffic Acts 1972 and 1988 or any consolidation, amendment or re-enactment thereof, and shall indemnify the Council fully against all losses, damages, costs, actions, awards, penalties, fines, proceedings, claims, demands, liabilities (including without limitation legal and other professional fees and expenses) which may arise by reason of any incident or injury occurring to any person whilst travelling in any Vehicle or boarding or alighting from it.

PT2.2.3 The Contractor shall maintain throughout its participation in the Open Framework and throughout the duration of each Route Service Agreement:

- a) Employer's Liability Insurance of not less than £5,000,000;
- b) Public Liability Insurance of not less than £5,000,000.

For Medical Transport Services only:

- c) Medical Malpractice Insurance of not less than £5,000,000; or
- d) Public Liability Insurance of not less than £10,000,000 where such cover expressly includes medication administration.

The Council reserves the right to require evidence that the insurance cover maintained remains appropriate to the nature of the Services being delivered.

PT2.2.4 The Council shall not be liable for any losses, damages, costs, awards, penalties, fines, proceedings, demands, liabilities, (including without limitation legal and other professional fees and expenses) or claims made in respect of any damage caused to any Vehicle, whether by any passengers or in any other manner whatsoever (although where evidence can be provided that the damage was caused by deliberate vandalism then the Council may, at its discretion, support the Contractor in trying to pursue payment from the perpetrator) and the Contractor shall indemnify the Council fully against all such losses, damages, costs, awards, penalties, fines, proceedings, demands, liabilities (including without limitation legal and other professional fees and expenses) or claims as may be made or sought to be made against it in respect of such damage.

PT2.2.5 The Contractor shall notify the Council immediately and, in any event, within five (5) Working Days of becoming aware of:

- a) any reduction in insurance cover;
- b) any lapse, cancellation or non-renewal of insurance;
- c) any material amendment to an insurance policy; or
- d) any circumstance which may result in a claim that could materially affect the Contractor's ability to maintain the required insurance.

Failure to comply with this clause may constitute a material breach of the Contract.

PT3 VEHICLES & EQUIPMENT

PT3.1 Vehicles

PT3.1.1 The Contractor warrants, represents and undertakes that all Vehicles conform to the Vehicle specification set out in the Service Specification and are of a suitable design to negotiate all parts of the route over which the Service is operated ("the Route"). This will include, but not be limited to, the meeting of any headroom restrictions on the Route meeting requirements for horizontal and vertical deflections on the Route, carrying out any necessary turning manoeuvres on the Route, and passing through any access control barriers installed on the Route.

PT3.1.2 The Contractor shall ensure that each Vehicle is kept in a roadworthy condition as stipulated by the Road Traffic Act 1988 and the Road Vehicle (Construction and Use) Regulations 1986. The Vehicle may be subject to examination and inspection, without notice, by the Police, Driver and Vehicle Standards Agency (DVSA) or the Council. The Contractor shall ensure that appropriate maintenance regimes are in place to meet the requirements of their Operator and Vehicle Licences and that all maintenance records are made available for inspection by the Council upon request.

PT3.1.3 The Contractor shall ensure that each Vehicle is kept in a clean and tidy condition and is adequately heated and ventilated at all times, that the Vehicle is in a proper state of repair and sufficiently protected against all weather conditions. The Vehicle complies with all statutory requirements for the time being in force in connection with the condition of the Vehicle including but not limited to any directives of the European Community for the time being in force irrespective of whether the said directives have been implemented in the United Kingdom or any regulation of the European Community for the time being in force, including construction and use regulations.

PT3.1.4 The Contractor shall ensure that any Vehicle modifications are checked and certified as fit for purpose by the relevant agency and must, upon request of the Council, be able to provide the relevant documentary evidence to prove such checks have been successfully passed.

- PT3.1.5 If so required by the Council, the Contractor shall submit any Vehicle for a Vehicle test to be carried out by the Council at such times as the Council shall specify, such Vehicle test to be at the Contractor's expense unless otherwise agreed by the Council in advance of the test being carried out.
- PT3.1.6 The Contractor shall notify the Council in writing within 5 working days if notice is given by the Traffic Commissioner or other relevant licensing authority that the Contractor is the subject of an investigation or hearing or consideration is being given for action to be taken against them, together with the stated grounds for doing so and the date, time and venue of any Public Inquiry.
- PT3.1.7 The Contractor shall notify the Council immediately by telephone and in writing within 5 working days if the Traffic Commissioner or other relevant Licensing Authority suspends or revokes the Contractor's PSV Operator's Licence or other relevant licence (as per PT2.1) or attaches a condition limiting the maximum number of authorised Vehicles or disqualifies the holder of the Licence.
- PT3.1.8 The Contractor shall ensure that all Vehicles with up to and including 8 passenger seats are no more than 9 years old from the date of first registration with the Driver and Vehicle Licensing Agency (DVLA), unless a valid exemption has been granted by the Council's Licensing Committee.
- PT3.1.9 The Contractor shall ensure that daily Vehicle inspections including that of any specialist equipment are carried out and thorough and comprehensible records of such checks are maintained and made available for inspection by the Council upon request.
- PT3.1.10 The Contractor shall not use Vehicles with side or rear facing seats or centre doors on Services without the express prior written consent of the Council.
- PT3.1.11 The Contractor shall ensure, in respect of all Services, PSV vehicles will have:
- Entrance door controlled within Driver's reach.
 - Adequate and efficient reversing alarm activated via manual switch or reverse gear selection.
 - Non-slip easily washable floor and step covers.
 - Fire extinguishers which must be alarmed if remotely stored away from Driver's view.

PT3.2 Equipment

- PT3.2.1 The Contractor shall ensure all legal requirements including but not limited to the Lifting Operations and Lifting Equipment Regulations (LOLER) 1998 and Provision and Use of Work Equipment Regulations (PUWER) 1998 are met in relation to Vehicle equipment. The Contractor shall ensure that all staff complies with the correct operation of any Vehicle or piece of equipment in association with it.

PT3.2.2 Where required by the Service Specification, the Contractor shall ensure that any Closed Circuit Television (CCTV) system installed on Vehicles is operated and managed in full compliance with applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and guidance issued by the Information Commissioner's Office (ICO).

The Contractor shall:

- (a) ensure that it is appropriately registered with the Information Commissioner's Office where required and that all CCTV processing activities are lawfully undertaken;
- (b) implement and maintain appropriate policies, procedures and safeguards governing the use, storage, access and disclosure of CCTV footage;
- (c) ensure that CCTV systems provide adequate coverage of relevant areas of the Vehicle, including passenger seating areas, entrances and exits, and any other areas specified by the Council
- (d) ensure that all CCTV recordings are of sufficient quality to enable individuals to be clearly identified where reasonably practicable;
- (e) retain CCTV footage for a minimum period of 31 days, or such longer period as may be required where an incident, complaint or investigation is ongoing;
- (f) ensure that access to CCTV footage is strictly controlled and limited to authorised personnel for legitimate purposes only;
- (g) provide CCTV footage to the Council, Police or other authorised bodies upon request and within a reasonable timeframe specified by the Council;
- (h) ensure that CCTV footage is stored securely and protected against unauthorised access, loss or disclosure;
- (i) ensure that appropriate signage is displayed within Vehicles informing passengers of the use of CCTV in accordance with applicable legal requirements; and
 - a. notify the Council immediately where CCTV equipment is not operational on any Service where it is required and provide details of remedial action and timescales for resolution. Where the Contractor intends to operate a Service using a replacement Vehicle that does not have CCTV installed where it is required, the Contractor must inform the Council as soon as is reasonably practicable.

PT3.2.3 The Contractor shall ensure that all Vehicles have a means of communication available for use in emergencies. The Contractor shall ensure that where it is necessary for the Driver to use the mobile phone or radio equipment they do so in line with current legislation and never while the Vehicle is in motion.

PT3.2.4 Where Public Service Vehicles are used they must display School Bus signs as prescribed by the Road Vehicles Lighting (Amendment) Regulations 1994. The Contractor must supply and fit the signs, and any

additional signs supplied by the Council and these must be displayed during the entire duration of the service.

PT3.2.5 If the Contract requires wheelchair users to be carried the Posture and Mobility Group latest International Best Practice Guidelines, BPG1 Transportation of People Seated in Wheelchairs (2013), or successive guidance, must be adhered to.

PT3.2.6 All Vehicles of 16 seats and under must be fitted with 3 point lap and diagonal seatbelts. All Vehicles of 17 seats and over must be fitted with lap belts as a minimum except where the Service Specification states 3 point lap and diagonal seatbelts.

PT3.2.7 All seats and belts are to be tested and appropriately certified to at least minimum legal requirements.

PT3.2.8 The Contractor will be responsible for the purchase of all appropriate Vehicle items including safety equipment. The Contractor shall make arrangements for the fitting or fixing of items within the appropriate Vehicle or Vehicles and within the manufacturer's guidelines. The Council shall have the right of inspection of any Vehicle by an officer of the Council or other representative of the Council to ensure the items supplied are suitable. All equipment should be purchased from new. The receipts and guarantees should be held for inspection by the Council when required. If the Vehicle is involved in an accident any specialist equipment must be replaced or tested by a certified professional to check that the equipment is still in safe working order. A Certificate of Fitness will be required by the Council before the equipment can be reused. This also includes the retesting of seatbelts following an accident.

PT3.2.9 The Contractor shall regularly, and at no longer than manufacturer's specified intervals, inspect any equipment provided on Vehicles for wear and tear and will immediately replace any item which is no longer fit for the purpose for which it was intended.

PT3.2.10 Where the Service Specification requires the use of Specialist Equipment, the Contractor shall ensure that such equipment is available, fit for purpose, properly maintained and used in accordance with all relevant legislation and manufacturer's guidance. The Contractor shall also ensure that all staff are appropriately trained in the safe use of such equipment, and that such equipment is deployed in accordance with any passenger needs, risk assessments and safeguarding requirements.
For the avoidance of doubt, "Specialist Equipment" shall have the meaning set out in Section A1 (Definitions).

PT3.2.11 Use of Portable Steps

Portable steps or similar temporary access aids must not be used to assist passengers entering or exiting vehicles unless they are a permanent fixture of the vehicle and approved by the vehicle manufacturer or by a manufacturer of Wheelchair Tie-Down and Occupant Restraint Systems (WTORS) for that purpose. The Council considers the use of non-fixed or unapproved steps to

present a significant risk of slips, trips, and falls, particularly for vulnerable passengers. Where additional assistance is required, operators must ensure this is provided safely through appropriate staff support or suitably adapted vehicles. Any equipment used must be properly maintained, securely fitted, and assessed as safe for use. Failure to comply with this requirement may result in the vehicle being deemed unsuitable for service under this Contract.

PT3.1.11 Changes to Vehicle Size

The Contractor must ensure that the Vehicle provided for the Service complies with the size and specification requirements set out in the Service Specification at all times. The Contractor must notify the Council in writing of any proposed change to a Vehicle size that differs from the original Service Specification no less than 5 working days in advance of the proposed change.

Any such change must be reviewed, agreed and confirmed in writing by the Council prior to implementation. The Contractor must not make any changes to the Vehicle size without prior written authorisation from the Council.

PT3.2.12 Safe Transportation of Wheelchair Passengers

Where the Service Specification requires the transport of wheelchair passengers, the Contractor shall ensure that all such passengers are transported in accordance with a safe system of work at all times.

The Contractor must ensure that all wheelchairs are secured using appropriate, approved restraint systems and that passengers are safely positioned in accordance with relevant legislation, manufacturer guidance, and recognised best practice, including the PMG International Best Practice Guidelines (BPG1) Transportation of People Seated in Wheelchairs or any superseding standard.

The Contractor shall ensure that, where a passenger remains seated in their wheelchair during transport, the wheelchair is positioned in a forward-facing direction. Any deviation from this requirement must be expressly authorised by the Council and documented within the relevant risk assessment and/or Travel Care Plan or be in accordance with the instructions provided by the wheelchair manufacturer.

The Contractor shall ensure that all Drivers and Passenger Assistants are appropriately trained and competent in the safe loading, securing, and transportation of wheelchair passengers, including the use of any associated equipment such as tail lifts, ramps, and occupant restraint systems.

Where a Wheelchair Passport or equivalent documentation is provided, the Contractor must ensure that it is followed at all times and that any discrepancies or concerns are reported immediately to the Council in accordance with the Incident Reporting Procedure.

The Contractor shall not transport any wheelchair or passenger where the safety of the equipment, securing arrangements, or suitability of the wheelchair is in doubt, and must seek guidance from the Council without delay.

PT4 OPERATIONAL MANAGEMENT AND MONITORING

PT4.1 Monitoring

PT4.1.1 The Contractor shall allow any authorised representative of the Council to travel without charge and without notice on any Vehicle for the purpose of conducting surveys, checking Vehicle licences, inspecting tickets and

passes, or to observe and record any information relevant to the performance of the Service.

PT4.1.2 Notwithstanding the provisions of paragraph PT1.3 the Contractor is responsible for ensuring that on Local Bus Services the correct fares are collected from passengers and properly accounted for by its employees, and that those passengers travelling with passes and permits have those checked and inspected by its employees when boarding the Vehicle.

PT4.1.3 The Contractor shall at all reasonable times throughout the period of the Contract allow officers authorised by the Council access to:-

- a) any of its premises for the purpose of inspecting the Vehicles and their service records and all audit trails.
- b) any of its premises for the purpose of inspecting records and documents in the possession of the Contractor in connection with the provision of the Service for any reason whatsoever, including but not limited to auditing the Contractor's claims for payment from the Council;
- c) any employee, agent or sub-Contractor for the purpose of interviewing him/her in connection with the carrying out of all or any part of the Service.

PT4.1.4 The Contractor shall supply all information requested by the Council to enable the Council to fulfil its obligations under the Contract and to investigate any complaints arising out of the Service.

PT4.1.5 All Contractors will be required to provide documentary evidence of Contractor licences, Driver licences, Vehicle licences, insurances and other documentation when requested by the Council. In the case of routine Health and Safety audits the Contractor will be given 48 hours' notice to provide this documentation.

PT4.1.6 The Contractor's performance in the provision and quality of the service will be monitored and action taken against the Contractor, where appropriate, in accordance with the Default Point Procedure, as detailed in Schedule 1.

PT4.2 Lost Property

PT4.2.1 The Contractor must make suitable arrangements to deal with lost property. A contact point for enquiries about lost property must be provided and advised to the Council.

PT4.3 Complaints

PT4.3.1 The Contractor must send to the Council within 48 hours all written comments, suggestions or complaints it receives about the service or its performance, together with any reply made. This will include any operational issues which the Contractor is made aware of. The Council must be notified within 24 hours of any concerns raised with Contractors regarding the Health and Safety of the Service or any related issues which may bring the Council into disrepute. These must also be followed up in writing within 48 hours.

PT4.3.2 Any complaints that the Council receives, concerning the operation of the Service, will be passed to the Contractor for their comments before any action is considered. The Contractor must respond to such complaint within 48 hours, or such other period as may be agreed by the Council. Failure to respond to complaints within the time limit specified will be treated as a breach of Contract.

PT4.3.3 The Contractor is required to give all necessary assistance to the Council in the investigation of any complaint, and to comply with any direction given by the Council to ensure compliance with the terms of this Contract.

PT4.4 Incidents, Breakdowns and Delays

PT4.4.1 Drivers/ Passenger Assistants will be required to record details of any incident(s) that occur during the journey and for reporting all incidents to their employer who will in turn be responsible for notifying the Council in line with clause(s) PT4.3 and PT4.4 and according to the Incident Reporting Procedure detailed in Schedule 4.

PT4.4.2 The Contractor must notify the Council immediately, once safe to do so, by telephone of any personal injury incident involving a Vehicle operating the service, or a passenger travelling in or boarding or alighting from a Vehicle operating the Service, or being escorted to/from the Vehicle, together with a verbal or written report of any immediate remedial action taken. The Contractor must then submit a written report of the incident to the Council within 24 hours of the incident taking place including relevant proposals to prevent any recurrences.

PT4.4.3 In the event of an incident or breakdown the safety of the passengers must be the Contractor's first consideration. Having mitigated any risk, the Contractor must take all reasonable measures both to minimise the delay to passengers on board the Vehicle concerned, and to operate the remainder of that Vehicle's schedule, adhering as closely as possible to the timetable and adhering to any risk assessments that may be in place. This may require the use of compliant replacement Vehicles, which shall be at the Contractor's own expense. Any undue delay either in restoring services or in resuming the journey of delayed passengers without reasonable excuse will be treated as a breach of Contract.

PT4.4.4 All Contractors must carry the appropriate equipment for breakdowns for example, but not limited to, high visibility safety triangles, high visibility jackets for staff.

PT4.4.5 In the event of an incident resulting in injury to a passenger the Emergency Services must be called. Where there is no injury reported/identified at the time of the incident all passengers must be advised to seek medical attention following departure from the Vehicle. On arrival at the destination the Driver/Passenger Assistant must in as tactful a manner as is possible in the circumstances make the parent/guardian/school staff aware that an incident has taken place and that the passengers are advised to seek a medical examination.

PT4.4.6 In the event of a delay in the Service of over 10 minutes, whilst carrying passengers or going to pick up passengers, the Contractor must advise the

Council immediately by telephone and followed up by email. In the event of being unable to establish contact with the Council, the appropriate establishment should be notified in lieu, to enable waiting passengers or parents/carers to be notified. Where telephone numbers have been provided, the Contractor must also notify the parents/ carers/nominated contact directly and a complete record of such communications kept.

PT4.5 Contact and Availability

- PT4.5.1 The Contractor must be immediately contactable by telephone between the hours of 07:30 and 18:00 Monday to Friday as a minimum. The Contractor shall also provide a nominated out of hours contact providing a name, telephone number and email address.
- PT4.5.2 The Contractor must notify the Council immediately (and confirm in writing at least 24 hours prior to the change) of any changes to contact details including address, telephone number and e-mail address, or any change in name or registered office. The notified e-mail account shall be the primary means for communicating administrative matters, contract change, contract tendering and procurement.
- PT4.5.3 The Contractor shall ensure that essential information and contact details are carried on Vehicles and known to Drivers and Passenger Assistants.
- PT4.5.4 The Contractor is expected to respond to all requests and correspondence issued by the Council's operational team via email within 48 hours of receipt. Where correspondence is clearly marked as 'urgent', the Contractor must respond within 24 hours.
- PT4.5.5 The Contractor is expected to be present or have a designated replacement contact be based in area of their operator's licence on days of service delivery.

PT4.6 Performance Management – Default Points Procedure

- PT4.6.1 The Contractor shall be responsible for the performance of the Contract in full compliance with the Conditions of Contract, Service Specification, and any Codes of Practice as issued by the Council.
- PT4.6.2 The Council regards the quality of service as paramount and the Contractor must take all steps to ensure that, as well as operating all the specified journeys, the Service is provided to the required quality. The Council may require a Contractor to attend a review meeting with a relevant Council Officer at any time in order to discuss the Contractor's standards and performance and, where appropriate, any necessary improvement plans. Any decision made by the Council in relation to this issue shall be final.
- PT4.6.3 The Council recognises that service failures can be caused by circumstances beyond the control of the Contractor; however, failures to meet their Contractual obligations which, in the opinion of the Council, could reasonably have been foreseen or otherwise ameliorated or avoided by the Contractor may incur penalties under the Default Points Procedure.
- PT4.6.4 If the Council is reasonably of the view that the Contractor has failed to meet the required standards for lost mileage, quality of service or under any

other clause of this Contract, it will take contractual action as deemed appropriate and in accordance with the Defaults Points Procedure detailed in Schedule 1.

- PT4.6.5 The Contractor, where action has been taken in accordance with the Default Points Procedure, has the right of appeal as detailed in Schedule 1. Under no circumstances shall the Council accept or be liable for any financial liability, costs or loss suffered by a successful Appellant.

PT4.7 Safety at Establishments

PT4.7.1 The Council will supply, upon award of a Service, the traffic management plan for the establishment(s) served where the establishment has an active traffic management plan in place. Contractors must ensure drivers are aware of and comply with the instructions set out in a traffic management plan.

PT4.7.2 Within the grounds of any Council establishment a maximum speed limit of 10 mph must be observed, unless the establishment has imposed its own lower limit.

PT4.7.3 Where the establishment does not have an active traffic management plan; the member of staff on duty within an establishment has a responsibility to ensure transport is operating safely, and Drivers shall co-operate with his/her instructions regarding parking and departing including loading and unloading.

PT4.7.4 When collecting from establishments, the Vehicle(s) operating the Service shall arrive at least 5 minutes before the end of the school/establishment day or passenger collection time as appropriate, but no earlier than 15 minutes. This will ensure that all Vehicles are parked and stationary before the passengers arrive in the boarding area. If a Vehicle picks up at more than one school/establishment, then this requirement may be suspended in respect of the second pick up point. Whilst waiting for passengers engines must be switched off.

PT4.8 Unauthorised Stops

PT4.8.1 No unauthorised stops will be permitted on any journey without the prior consent of the Council. This condition includes the refuelling of Vehicles.

PT4.9 Unauthorised Passengers

PT4.9.1 No unauthorised passengers are permitted to travel on a Service under any circumstances. Unauthorised passengers include, but are not limited to, relatives of the driver or Passenger Assistant, parents, carers, friends, or any other individuals not formally approved by the Council. Only passengers named and authorised as part of the contracted Service may be transported.

PT4.10 Risk Assessments

- PT4.10.1 Contractors, prior to the commencement of a new Service, are required to conduct their own risk assessment of the route and bring to the attention of the Council anything which they identify as likely to present a risk to the safe operation of the route.

PT4.11 Road Closures

- PT4.11.1 The Council shall send, via email, Temporary Traffic Regulation Orders i.e. road closures notifications to all Contractors. Where a closure will affect the route/operation of a Service the Contractor must notify the Council as soon as possible prior to the commencement of the closure. The Contractor will be required to work with the Council to ensure that any necessary changes are made and clients notified accordingly.

- PT4.11.2 In the event of any road closure, whether temporary or emergency, which impacts the operation of the Service, the Contractor must notify the Council as soon as they become aware of the issue. The Contractor must provide the Council via email with details of the proposed contingency route to be implemented. Where necessary, this must include revised timings, pick-up and drop-off points, and any changes to stops to enable the Council to notify affected parents/carers, schools and establishments accordingly. No changes to the agreed route, timings or stops may be implemented without prior agreement and confirmation in writing by the Council, unless immediate action is required to ensure the safety of passengers, in which case the Council must be informed at the earliest possible opportunity.

PT4.12 Adherence to Service Timings

- PT4.12.1 The Contractor must adhere strictly to the timings set out in the Service Specification and/or route sheet issued by the Council. All journeys must be operated in accordance with the agreed pick-up and drop-off times unless otherwise authorised. Any alterations or variations to timings must be agreed in advance and confirmed in writing by the Council. Unauthorised deviations from the agreed timings may be considered a failure to operate the Service in accordance with the Contract and may result in contractual action being taken.

PT5 STAFF MANAGEMENT

PT5.1 Drivers/Passenger Assistants

- PT5.1.1 The Contractor shall make practical background checks to ensure that staff who are engaged in any Council contract are, to the Contractor's satisfaction, suitable to carry out the type of work assigned to them. This shall include, but not be limited to, their legal right to work, relevant qualifications and experience, employment history, verification of identity and to ensure that they are sufficiently proficient in verbal and written English. The Contractor must hold a written record of such checks.
- PT5.1.2 The Contractor must ensure that any Driver of a Vehicle used on the Contract possesses a current valid driving licence for that type of Vehicle and where appropriate, is duly licensed as a Hackney Carriage or Private Hire Driver by the Licensing Authority which has issued the Contractor's

licence. All PCV Drivers must have completed the Driver Certificate of Professional Competence (CPC) and hold a valid Driver Qualification Card (DQC). Staff must carry such licences during the operation of the Service and must produce them for inspection on demand by the Council. All Contractors must keep photocopies of each Driver's licence on file with such records being renewed every six months. These should be accessible for the Council to view within a 24-hour period. Records should be kept for a minimum of 6 months. If any licence cannot be produced, the Driver must be suspended immediately from driving on all Council Transport Contracts until a licence is produced to the Council.

- PT5.1.3 Drivers have a duty of care not to drive a Vehicle that they consider to be unroadworthy or in contravention of any legislation or regulations.
- PT5.1.4 All staff contracted to provide services on behalf of the Council will be required, where fitted, to wear seatbelts whilst under contract to the Council unless they have a valid "*Medical Exemption for Compulsory Seatbelt Wearing*".
- PT5.1.5 The Council reserves the right to suspend immediately any Driver or Passenger Assistant pending any investigation about their performance or conduct to undertake Council Transport Contract Duties. Suspensions will initially be notified to the Contractor verbally with written notification supplied within five working days. During the period of suspension the Driver/Passenger Assistant will not be permitted to work on any Council Contracts. The Council will not be liable for any payments or loss of earnings during the suspension.
- PT5.1.6 The Contractor shall ensure that all staff, including Passenger Assistants, are prohibited from:
- Smoking or using any tobacco products on a vehicle operating on a Bedford Borough Council Service. Drivers and Passenger Assistants must not smoke, vape or use electronic cigarettes or similar devices whilst undertaking duties. This also includes refraining from smoking or vaping in the vicinity of the vehicle or a pick-up or drop-off locations.
 - The use, possession, or being under the influence of illegal substances which may impair judgement, performance or the safety and well-being of passengers, whilst undertaking duties under this contract.
 - Contact with, or the communication of material to, passengers outside that which is strictly necessary to the delivery of the Service is prohibited. This includes, but is not limited to, any form of personal communication via social media or digital platforms, including Facebook, Snapchat, Instagram, WhatsApp, TikTok, X (formerly Twitter), or similar applications. Staff must not initiate or accept friend requests, follow requests, direct messages, or any other form of online interaction with passengers or their families unless expressly authorised by the Council as part of the Service delivery. All communication must remain professional, appropriate, and limited to approved channels for the purposes of delivering the Service.

- Offering to any Passenger any food, drink, money, medicines, cigarettes or any other substances not authorised specifically within the Service Specification or an individual's Travel Care Plan.
- Taking photographic or video images of passengers with the exception of ICO registered Closed Circuit Television equipment.

PT5.1.7 The Contractor will be issued with Incident report forms or an Incident Report Book. It will be the responsibility of the Contractor to ensure that Drivers and Passenger Assistants are aware of this book/forms and that all incidents that take place are recorded and that these are reported to the Council in line with PT4.4 and Schedule 4.

PT5.1.8 The Contractor shall ensure that a record is maintained to confirm that all employees have received, read and understood the Council's current Driver & Passenger Assistant Code of Practice, which the Council will supply to the Contractor, and that they carry out their duties in accordance with its requirements.

PT5.1.9 Contractors and their staff are required to adhere to training and guidance relating to the safeguarding of their passengers. All cases of suspected abuse must be reported and done so in line with the current Safeguarding Procedure as detailed in Schedule 2.

PT5.1.10 The Contractor shall ensure that all relevant risk assessments, including Travel Care Plans, are provided to Drivers and Passenger Assistants prior to the commencement of the Service and are kept up to date. The Contractor must ensure that all staff are fully briefed on the contents of these documents and are able to demonstrate an understanding of the requirements in order to carry out their duties safely and effectively. All such information must be cascaded in a secure manner, ensuring compliance with data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. The Contractor shall ensure that personal and sensitive information is handled confidentially and is only shared with authorised personnel for the purposes of delivering the Service.

PT5.1.11 The Contractor shall ensure that Drivers, Passenger Assistants and all other Staff do not enter a client's home or private residence (including crossing the threshold) under any circumstances, unless expressly authorised in advance by the Council's Transport Operations Group. This prohibition applies at all times during the provision of the Service, including but not limited to pick-up and drop-off arrangements, regardless of any request from a parent, carer or other individual. An exception may only be made in circumstances where there is an imminent and immediate risk to life or serious harm, in which case Staff must act in accordance with safeguarding principles and report the incident to the Council without delay, in line with the Incident Reporting Procedure.

PT5.2 Staff Training

PT5.2.1 The Contractor shall ensure that all employees and other persons providing the Services are at all times properly and sufficiently qualified, competent, careful, skilled, honest, experienced, instructed and supervised as the case

may be with regard to the Services and in particular to ensure adequate discharge of the Contractor's obligation in relation to;

- a) the task or tasks such persons have to perform;
- b) All relevant provisions of the Contract
- c) All relevant policies, rules, procedures and standards of the Council distributed or notified of.

PT5.2.2 It is a term of this Contract that all staff engaged in the service provision must undertake and successfully pass any training course(s) as specified by the Council in order to be able to carry out their duties. This may include conflict resolution, safe handling and working with children with particular medical conditions or disabilities.

PT5.2.3 All Passenger Assistants are required to be PATS trained and must be able to provide the necessary current certificate upon request by the Council.

PT5.2.4 All aspects of any training provided must be adhered to when operating Contracts on behalf of the Council.

PT5.2.5 Any training delivered by the local authority may be subject to a charge.

PT5.3 Disclosures & Barring Service Checks & Approved ID Badges

PT5.3.1 Owing to the nature of the Service, the Council consider that employees, agents or sub-Contractors of the Contractor will be exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974, by virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 and are subject to enhanced disclosure under the Protection of Children Act 1999.

PT5.3.2 All Drivers and Passenger Assistants used on either Education or Social Services Transport must obtain an Enhanced Disclosure via Bedford Borough Council in order to obtain approval for a Bedford Borough Council Transport Approved ID badge. Transport Approval will also require the Driver / Passenger Assistant to pass an English & Competency test.

PT5.3.3 No Driver or Passenger Assistant can be permitted to work on any Council contracted Service unless they hold a valid Client Transport Approved ID badge. This badge must be worn and visible at all times when undertaking Services.

PT5.3.4 All Drivers and Passenger Assistants operating on Special Educational Needs and Disabilities (SEND) Services must have successfully completed a Council-approved Safeguarding training course as part of the Client Transport Authorisation (CTA) badge process. The Contractor shall ensure that all such staff hold valid safeguarding accreditation prior to undertaking any SEND Service and that this training remains current in accordance with Council requirements. No Driver or Passenger Assistant shall be permitted to operate SEND Services without meeting this requirement.

PT5.4 Contact with Passengers

PT5.4.1 Subject always to the provisions of clause PT5.3 herein, the Contractor shall make practical background checks to ensure that staff who are

engaged in any Bedford Borough Service are, to the Contractor's satisfaction, suitable to work with children and vulnerable adults. When recruiting new staff as either operational personnel or have any involvement in the Council's Contract, the Contractor must secure references dealing with the applicant's suitability to work with children and vulnerable adults. If the Contractor becomes aware of any actual or intended prosecution for an offence against any person, or is given any other reason to doubt the suitability of any individual employee, the Contractor must advise the local authority in writing immediately and shall ensure that such personnel are not in any way involved in this Contract or any other contract with the Council where there is access to children and vulnerable adults.

- PT5.4.2 The Contractor must assign a regular named Driver and Passenger Assistant to the Service. Alternatively, a rota of up to a maximum of three (3) named Drivers and/or Passenger Assistants may be utilised where permitted by the service specification at the time of tender.
- PT5.4.3 The Contractor must notify the Council in writing of the full names of all assigned Drivers and Passenger Assistants prior to the commencement of the Service. The Contractor is also responsible for ensuring that the Council is promptly informed, in writing, of any subsequent changes to the assigned personnel, including temporary or permanent replacements. No changes to personnel may be implemented without prior notification to, and where required approval from, the Council.
- PT5.4.4 In the case of a door-to-door service and before the first day of operation of the Service, the Contractor must make arrangements for the regular Driver and Passenger Assistant to visit the homes of each passenger to introduce themselves to the parents/carers. If subsequently it becomes necessary for relief Drivers and/or Passenger Assistants to operate the Service, the Contractor must make every effort to advise the parents/carers of the details of the relief staff before the passenger is transported. Where possible the relief staff should be paired with a regular member of staff to assist in the continuity of the service and care of the passengers.
- PT5.4.5 If a Driver or Passenger Assistant is known or related to any passengers carried before the start of the Service they must advise the Council. In such circumstances the Council may instruct the Contractor that an alternative Driver and/or Passenger Assistant be provided.
- PT5.4.6 If, during the period of the contracted Service, it becomes necessary to replace the regular Driver and or Passenger Assistant, the Contractor must notify the Council in advance and ensure that the new member of staff complies with all the requirements of the Contract and that the procedure set out in Section PT5.3 is observed.
- PT5.4.7 The Contractor will be provided with information relating to passengers of a personal nature i.e. special needs, addresses etc. All these details must be treated and held in the strictest confidence and must never be disclosed to third parties without the prior written authorisation of the Council. In normal circumstances this will only involve parents, guardians, school authorities and the Council, but may involve medical authorities and the Police if

circumstances dictate. No personal details will be discussed where any other passenger, member of staff or member of the public could overhear. Passenger's personal details should not be retained in the Vehicle except during the performance of the Service.

PT5.5 Supervision of Passengers

- PT5.5.1 The Contractor shall ensure that all passengers are properly supervised. This will include both during the course of the journey and when boarding and alighting from the Vehicle and in particular, but without prejudice to the generality of the foregoing, that:
- PT5.5.2 The Driver or another responsible adult personally opens closes and properly secures the door or doors of the Vehicle before and after any passenger boards or alights from the Vehicle and that all such operations are carried out in a safe manner;
- PT5.5.3 Where the Service is for the transport of Mainstream School children the Driver checks the validity of each individual's bus pass before permitting them to board the Vehicle and only permits individuals with valid bus passes to board the Vehicle on a daily basis. Those without passes should be permitted to travel on the first occasion but must then be reported to the Council.
- PT5.5.4 High visibility vests and jackets must be worn by all Drivers and Passenger Assistants whenever outside the vehicle such as at a collection point, establishment or on the public highway.
- PT5.5.5 Where a door-to-door service is required, the Driver and Passenger Assistant must ensure that each passenger is collected from and returned to the care of a parent/carer or authorised responsible adult. In the event that no responsible person is available to accept the passenger, this must be reported immediately to the Client Transport Team by telephone.
- PT5.5.6 Passengers must not be seated in the front passenger seat of any vehicle operating on a Council-contracted service unless prior written consent has been obtained from the Council. Any request to use the front seat must be supported by an appropriate risk assessment and clearly documented and must also take into account the individual needs of the passenger. In addition, operators are expected to ensure that parental or carer agreement has been obtained where relevant. In the absence of formal written approval, the front seat must not be used for passenger transport under any circumstances.
- PT5.5.7 No unauthorised passengers, luggage or goods are to be carried. Authorised equipment must be stowed away and secured and must not block an aisle or emergency exits.
- PT5.5.8 The Driver or Passenger Assistant must, on completion of the contracted journey, check the Vehicle to ensure that all passengers have alighted prior to returning to the depot / base.
- PT5.5.9 Where stipulated in the Service Specification, the contractor must maintain a daily record of passengers carried and submit this passenger manifest at the stated frequency (usually weekly or monthly) to the Council.

PT5.6 Behaviour of Passengers

PT5.6.1 There is a requirement for good behaviour by all passengers whilst in the Vehicle and the Council operate a warning and banning procedure to tackle incidents of persistent poor behaviour.

PT5.6.2 The Contractor will use all reasonable endeavours to ensure that passengers are conveyed in a safe and appropriate manner, instances of challenging or poor behaviour should in the first instance be managed by the Driver with a view to improving the behaviour on the Vehicle. All such incidents must be reported to the Council and recorded on an Incident Report form (PT4.4). The Driver should where possible obtain the names of any passenger(s) displaying unacceptable behaviour.

PT5.6.3 The Contractor must ensure that a passenger is never removed from a Contract Vehicle whilst the journey is operational without the authority of the Council. In these circumstances, the passenger(s) must be delivered into the care of his/her parent/guardian or a Police Officer, or a responsible and appropriate member of the Council or Contractor's staff.

PT5.6.4 Where a passenger causes damage to a Contractor's Vehicle, the Contractor shall seek reimbursement directly from the passenger or their parents, guardians or carers. As per clause PT2.2 the Council will not be liable for the cost of damage.

PT6 Change control

PT6.1 This Specification may be amended by the Council in accordance with the Open Framework Agreement, the Call-Off Terms and Conditions and the Procurement Act 2023.

PT6.2 Any amendment shall be confirmed in writing.

