



BEDFORD
BOROUGH COUNCIL

BEDFORD BOROUGH COUNCIL

SCHOOL AND SPECIALIST TRANSPORT Call Off Terms and Conditions

August 2026

THIS CALL-OFF CONTRACT is made on [Date]

BETWEEN

BEDFORD BOROUGH COUNCIL of Borough Hall, Cauldwell Street, Bedford MK42 9AP
("the Council")

and

[FULL LEGAL NAME OF CONTRACTOR] (Company Number []) whose registered office
is at [] ("the Contractor")

WHEREAS:

- A. The Council has established the Bedford Borough Council School and Specialist Transport Open Framework.
- B. Contractors admitted to the Open Framework may be awarded individual transport routes by Direct Award or Competitive Selection Process.
- C. These Call-Off Terms and Conditions apply to all Route Service Agreements issued under the Open Framework.
- D. Route-specific requirements shall be set out within the relevant Route Service Agreement and Route Service Specification.
- E. The parties intend these Call-Off Terms and Conditions to govern all Route Service Agreements entered into under the Open Framework.

In the event of any conflict between this Call-Off Contract and the Open Framework Agreement, this Call-Off Contract shall prevail in relation to the Services provided under this Contract.

NOW IT IS AGREED AS FOLLOWS:

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A. GENERAL PROVISIONS

A1 Definitions

In these Conditions:

“Approval” and “Approved” means the written consent of the Contract Manager.

"Associated Supplier" means a person or organisation whose qualifications, experience, financial standing or technical capability was relied upon by the Contractor to satisfy the Conditions of Participation.

"Call-Off Invitation" means the Council's invitation to submit a bid for a specific transport requirement under the Open Framework.

"Call-Off Submission" means the Contractor's response to a Call-Off Invitation.

"Central Digital Platform" means the supplier registration and information system established under the Procurement Regulations 2024.

"Conditions of Participation" means the requirements applied by the Council to determine supplier eligibility for admission to, and continued participation in, the Open Framework.

"Connected Person" means a person connected with the Contractor within the meaning of the Procurement Act 2023 and associated regulations.

"Open Framework" means the Bedford Borough Council School and Specialist Transport Open Framework established under sections 45 to 49 of the Procurement Act 2023.

"Council" means Bedford Borough Council and its Contract Manager.

“Commencement Date” means [the date of this Contract].

“Confidential Information” means all information designated as such by either Party in writing and all other information which may reasonably be regarded as confidential to the disclosing Party.

"Contract" means:

- a) the Open Framework Agreement;
- b) these Call-Off Terms and Conditions;
- c) the Route Service Agreement;
- d) the Route Service Specification; and
- e) any documents expressly incorporated by reference.

"Contract Manager" means the person authorised by the Council to administer the Contract on its behalf.

"Contract Period" means the period of duration of the Contract in accordance with Condition A2.1.

"Contract Price" means the price payable by the Council to the Contractor for its full and proper performance of the Contract.

"Default" means any breach of the obligations of either Party or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-Contractors in connection with the Contract and in respect of which such Party is liable to the other.

"Equipment" means the Contractor's equipment, plant, materials, etc. used in performing the Contract.

"Goods" means any goods supplied by the Contractor or its Sub-Contractors under the Contract.

"Intellectual Property Rights" means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country and the right to sue for passing off

"Key Sub-Contractor" means a sub-contractor whose resources, capability or qualifications were relied upon by the Contractor for admission to the Open Framework or performance of the Services.

"Premises" means the location where the Goods are to be delivered and/or the Services are to be performed, as specified in the Specification.

"Route Service Agreement" means the route-specific agreement issued by the Council for an individual transport route awarded under the Open Framework.

"Self- Billing Agreement" means the Council's self-billing agreement entered into between the Council and the Contractor

"Services" means the services to be provided as specified in the Specification including, where the context so admits, any materials, articles or goods to be supplied there under.

"Specification" means the description of the Goods or Services to be provided under the Contract.

"Specialist Equipment" means any equipment required to safely transport, secure, assist or support passengers in accordance with the Service Specification, including but not limited to child seats, harnesses, wheelchair restraint systems, tail lifts, access ramps, passenger handling equipment, medical or behavioral support equipment, and any other aids, fittings or apparatus specified by the Council or necessary to meet individual passenger needs, safeguarding requirements, risk assessments or applicable legislation.

“Staff” means all persons employed by the Contractor to perform the Contract together with the Contractor's servants, agents and sub-Contractors used in the performance of the Contract.

"Sub-contracting" is any action by the Contractor to arrange the provision of the Service, whether in whole or in part by a third party.

“Tax” means Value Added Tax, customs duties and any other taxes or duties.

A2 Miscellaneous

A2.1 The Contract shall take effect on the Commencement Date and shall expire automatically on the date specified in the Specification, unless otherwise terminated in accordance with these Conditions.

A2.2 Nothing in the Contract shall be construed as creating a partnership, a Contract of employment or a relationship of principal and agent between the Council and the Contractor.

A2.3 Except as otherwise provided in the Contract, no notice or communication from one Party to the other shall be valid under the Contract unless made in writing.

A2.4 Save as the Council otherwise directs; the Contractor is deemed to have inspected the Premises before tendering so as to understand the nature and extent of the Contract and be satisfied in all matters connected with its performance.

A2.5 The Contractor shall be responsible for the accuracy of all documentation and information supplied to the Council by the Contractor and shall pay the Council any extra costs occasioned by any discrepancies, errors or omissions therein.

A3 Council Property

A3.1 Title in any Council Property issued free of charge to the Contractor shall remain with and continue to be the property of the Council and shall be deemed to be undamaged and in good condition unless the Contractor notifies the Council otherwise in writing within seven days of receipt of the same from the Council.

A3.2 The Contractor shall keep secure and in good condition all Council Property and shall use it solely in connection with the Contract and for no other purpose without prior Approval in writing by the Council and shall mark the property as belonging to the Council and shall keep and ensure that it could not possibly be construed as being the Contractor's property. The Contractor shall be liable for any loss or damage except for death or personal injury unless the Contractor demonstrates to the Council's satisfaction that such was caused by the negligence or default of the Council. The Contractor shall return Council Property to the Council within 2 working days of the Council formally demanding the return of the property. If the property is not returned within the said timescale the Contractor shall pay to the Council a sum equal to the Council's valuation of the property with seven working days for a formal demand being made for payment.

B. STATUTORY OBLIGATIONS AND REGULATIONS

B1 Prevention of Corruption

B1.1 The Contractor shall not offer or give to any employee, agent, servant or representative of the Council any gift or consideration as an inducement or reward for doing or refraining from doing any act in relation to obtaining or executing this Contract or any other Contract with the Council. The Contractor is referred to criminal offences under the Bribery Act 2010.

B1.2 The Contractor shall not enter into this Contract if in connection with it any commission or other incentive has been paid or agreed to be paid to any employee or representative of the Council by the Contractor or on the Contractor's behalf, unless particulars of any such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Council prior to the contract being awarded to the Contractor.

B1.3 If the Contractor or its employees, servants, sub-Contractors, suppliers or agents or anyone acting on the Contractor's behalf, commits such an offence in relation to this or any other Contract with the Council, the Council has the right to:

- a. terminate the Contract and recover from the Contractor any loss suffered by the Council resulting from the termination;
- b. recover from the Contractor the reasonably ascertained or likely value of any such gift, consideration or commission; and
- c. recover in full from the Contractor any other loss or damage sustained by the Council in consequence of any breach of this Condition, whether or not the Contract has been terminated.

B1.4 In exercising its rights under this Condition, the Council shall act reasonably with regard to the gravity or its perception of the gravity of the prohibited act and the identity of the person or persons performing it, and where appropriate shall consider whether in all the circumstances that are able to be ascertained any other action other than termination of the Contract would be equitable.

B2 Legislation and Statutory Compliance

B2.1 In the provision of the Goods and/or Services, the Contractor shall comply at all times with all applicable laws, statutes, regulations and codes of practice in force in England and Wales, as amended or re-enacted from time to time. This shall include, but not be limited to:

- (a) all applicable public procurement legislation, including the the Procurement Act 2023, the Procurement Regulations 2024, and any successor legislation;
- (b) all applicable road traffic, transport, licensing and operator legislation relevant to the provision of passenger transport services;
- (c) the Health and Safety at Work etc. Act 1974 and all subordinate legislation, regulations and approved codes of practice relating to health and safety;
- (d) the Equality Act 2010 and all legislation relating to discrimination and equal opportunities;
- (e) data protection legislation, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and associated guidance issued by the Information Commissioner's Office;

- (f) safeguarding legislation and statutory guidance relating to the protection of children and vulnerable adults; and
- (g) any other legal or regulatory requirement applicable to the provision of the Services.

B2.3 The Contractor shall ensure that all licences, consents, permits and authorisations required for the performance of the Contract are obtained, maintained in force and complied with throughout the Contract Period, and shall produce evidence of such upon request by the Council.

B2.4 The Contractor shall promptly notify the Council of:

- (a) any investigation, enforcement action or proceedings brought by any regulatory, licensing or enforcement authority; and
- (b) any actual or potential breach of applicable legislation that may affect the performance of the Contract.

B2.5 The Contractor shall comply with all relevant environmental legislation and shall take reasonable steps to support the Council in meeting its environmental and sustainability objectives in the delivery of the Services.

B2.6 The Contractor shall comply with all applicable health and safety requirements and shall immediately notify the Council of any incident, hazard or risk arising in connection with the performance of the Contract which may affect the safety of Staff, passengers or members of the public.

B2.7 The Contractor shall ensure that all Staff are appropriately trained, qualified and competent to perform their duties in compliance with applicable legislation and statutory guidance.

B2.8 Where there is any change in applicable legislation or guidance which materially affects the performance of the Contract, the Contractor shall comply with such changes and the Parties shall, where necessary, discuss in good faith any required variations to the Contract.

B3 Modern Slavery and Ethical Conduct

B3.1 The Contractor shall comply with all applicable provisions of the Modern Slavery Act 2015 and shall take all reasonable steps to ensure that modern slavery, human trafficking, forced labour, and exploitation do not take place within its business or supply chains.

B3.2 The Contractor shall:

- (a) implement and maintain appropriate policies and procedures to identify, assess and mitigate the risk of modern slavery within its operations and supply chains;
- (b) carry out appropriate due diligence in respect of any sub-contractors, suppliers or other third parties engaged in connection with the provision of the Services;
- (c) ensure that all Staff are aware of the risks of modern slavery and are appropriately trained to identify and report concerns; and
- (d) ensure that all Staff are paid in accordance with applicable minimum wage legislation and are employed in conditions that comply with applicable employment laws.

B3.3 The Contractor shall notify the Council immediately upon becoming aware of any actual or suspected instances of modern slavery or human trafficking in its business or supply chains which are connected to the performance of this Contract.

B3.4 The Contractor shall, upon request, provide the Council with such information and evidence as the Council may reasonably require to demonstrate the Contractor's compliance with this clause.

B3.5 Failure to comply with this clause shall constitute a material breach of the Contract, and the Council reserves the right to take appropriate action, including suspension or termination of the Contract in accordance with Section G.

C PROTECTION OF INFORMATION

C1 Data Protection and Information Governance

When processing personal data in connection with this Contract, the Contractor shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and any associated guidance issued by the Information Commissioner's Office (ICO).

The Parties acknowledge that, for the purposes of data protection legislation, the Council shall act as Data Controller and the Contractor shall act as Data Processor, unless otherwise agreed in writing.

The Contractor shall:

- (a) process personal data only on the documented instructions of the Council;
- (b) ensure that all personnel handling personal data are subject to appropriate confidentiality obligations;
- (c) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
- (d) assist the Council in complying with its obligations under data protection legislation, including in relation to data subject rights, data breaches, and impact assessments; and
- (e) ensure that personal data is retained only for as long as necessary for the purposes of this Contract or as required by law and is securely deleted or returned upon termination of the Contract.

This Condition shall apply during the Contract and after its expiry or termination for so long as the Contractor processes personal data on behalf of the Council.

C2 Confidentiality

C2.1 The Contractor acknowledges that any Confidential Information obtained from or relating to the Council, its servants or agents, is and remains the property of the Council. Each Party:

- a. shall treat all Confidential Information as confidential and safeguard and take measures to keep it confidential and safeguard it accordingly including ensuring their staff advisors agents sub-contractors or consultants are aware of the continuing requirement to keep it confidential and to safeguard it ;
- b. shall not disclose any Confidential Information to any third party without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the proper performance of the Contract: and
- c. shall not use any Confidential Information otherwise than for the purposes of the Contract.

C2.2 If considered necessary by the Council, the Contractor shall ensure that all Staff, advisors, agents, sub-contractors or consultants sign a confidentiality undertaking before commencing work in connection with the Contract.

C2.3 Nothing in this Condition shall prevent the Council disclosing any Confidential Information which is required to be disclosed by an order of court or other tribunal, or any law, statute, proclamation, by-law, directive, decision, regulation, rule, order, notice, rule of court, delegated or subordinate legislation.

C2.4 Except with the written consent of the other Party, neither Party shall make any press announcements or publicise the Contract in any way. Both Parties shall take all reasonable steps to ensure observance of this Clause by their employees, agents, advisors, sub-Contractors and consultants.

C2.5 This Condition shall apply during the Contract and five years after its expiry or termination. If the Contractor fails to comply with this Condition, the Council may terminate the Contract by notice in writing with immediate effect.

C3 Contractor's Staff

C3.1 The Contractor shall comply with all reasonable requirements of the Council while on the Council's Premises, and shall ensure that all its employees, agents, advisors, consultants, servants and sub-Contractors comply with such requirements. The Council reserves the right to refuse admission to its Premises to any member of Staff or any person employed or engaged by the Contractor or a sub-Contractor, agent or servant of the Contractor, whose admission or continued presence the Council considers undesirable.

C3.2 If the Council gives the Contractor notice that any person is not to be involved in performing the Contract, the Contractor shall take all reasonable steps to comply and shall replace such person with another suitably qualified person and ensure that any pass issued to the person removed is surrendered as soon as reasonably practicable.

C4 Intellectual Property Rights

C4.1 The Goods and/or Services shall not infringe the Intellectual Property Rights of any third party and the Contractor shall indemnify and keep indemnified the Council against all actions, suits, claims, demands, losses, charges, costs and expenses which the Council may incur as a result of or in connection with any breach of this Condition.

C4.2 The Contractor shall obtain Approval before using any material in performing the Contract which is or may be subject to third party Intellectual Property Rights. If approval is given by the Council, the Contractor shall obtain from the owner of the rights a non-exclusive licence for the Council or, if itself a licensee of those rights, shall grant the Council sub-licence to use, reproduce, modify, adapt and enhance the material subject to such rights. Such licence shall be perpetual and irrevocable and shall be granted at no cost to the Council.

C4.3 All Intellectual Property Rights in any specifications, instructions, plans, drawings, patents, patterns, models, designs or other material:

- a. furnished to or made available to the Contractor by the Council shall remain the property of the Council;
- b. prepared by or for the Contractor for use in performing this Contract shall belong to the Council, and the Contractor shall not, and shall ensure that its employees, servants, agents, suppliers and sub-Contractors shall not, (except when necessary for performing the Contract) without prior Approval, use or

disclose such Intellectual Property Rights, or any other information which the Contractor may obtain in performing the Contract, except information which is in the public domain.

C4.4 The Contractor shall forthwith notify the Council of any claim, demand or action brought against the Contractor for infringement of any Intellectual Property Right in connection with the Contract.

C4.5 If a claim, demand or action for infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall at its own expense and subject to the consent of the Council (not to be unreasonably withheld) either:

- a. modify any or all of the Services or Goods without reducing their performance or functionality, or substitute alternative Goods or Services of equivalent performance and functionality, so as to avoid any infringement, provided that the terms herein shall apply mutatis mutandis to such modified Goods or Services or substitute Goods or Services; or
- b. procure a licence to use and provide the Goods or Services, which are the subject of the alleged infringement, on terms which are acceptable to the Council.

C4.6 At the termination of the Contract the Contractor shall immediately return to the Council all materials, work or records held, including any back up media.

C4.7 The provisions of this Condition shall apply during the continuance of this Contract and for a period of five years after its expiry or termination.

C5 Audit

The Contractor shall maintain until two years after the Contract has been completed, or any other period agreed between the Parties, full and accurate records of the Contract including the Goods and/or Services provided and payments made by the Council. The Contractor shall afford the Council or its representatives such access to, and the use of those records as may be required by the Council.

C6 Freedom of Information

C6.1 The Contractor acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and shall assist and cooperate with the Council (at the Contractor's expense) to enable the Council to comply with these obligations.

C6.2 The Contractor shall:

- (a) transfer to the Council any Request for Information received by the Contractor relating to this Contract as soon as practicable and in any event within two (2) Working Days of receipt;
- (b) provide the Council with a copy of all information in its possession or control in the form reasonably required by the Council within five (5) Working Days (or such other period as the Council may specify); and
- (c) provide all reasonable assistance to enable the Council to respond to a Request for Information within the statutory time limits.

C6.3 The Council shall be responsible for determining in its absolute discretion:

- (a) whether any information is exempt from disclosure in accordance with FOIA or EIR; and
- (b) whether any information is to be disclosed in response to a Request for Information.

C6.4 The Contractor shall not respond directly to any Request for Information unless expressly authorised in writing by the Council.

C6.5 The Contractor acknowledges that the Council may be required to disclose information relating to this Contract, including information which is identified as confidential, where required in order to comply with its obligations under FOIA or EIR.

C6.6 The Contractor shall ensure that all information relating to this Contract is retained for disclosure and shall permit the Council to inspect such records at any reasonable time.

C6.7 This clause shall apply during the Contract Period and after its expiry or termination.

C7 Procurement Act Transparency Cooperation

C7.1 The Contractor acknowledges that the Council is subject to transparency obligations under the Procurement Act 2023.

C7.2 The Contractor shall cooperate fully with any transparency obligations imposed on the Council under the Procurement Act 2023, including publication of:

- Contract Details Notices;
- Contract Change Notices;
- Contract Performance Notices;
- Termination Notices;
- Procurement investigation reports; and
- information required for statutory reporting obligations.

C7.3 The Contractor shall provide all requested information required for publication purposes within five (5) Working Days unless an alternative period is specified by the Council.

C7.4 The Contractor acknowledges that information relating to this Contract, including performance information, contract value, contract modifications and termination information, may be published by the Council in accordance with the Procurement Act 2023.

D. CONTROL OF THE CONTRACT

D1 Assignment and Sub-Contracting

D1.1 The Contractor shall not assign, sub-Contract or in any other way dispose of the Contract or any interest in it or part of it without prior Approval by the Council. Sub-Contracting any part of the Contract shall not relieve the Contractor of any obligation or duty attributable to the Contractor under the Contract.

D1.2 The Contractor shall be responsible for the acts and omissions of its sub-Contractors.

D2 Waiver

D2.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or to exercise any right or remedy, shall not constitute a waiver of that right or remedy and shall not diminish the obligations established by this Contract.

D2.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

D2.3 A waiver of any right or remedy arising from a breach of Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

D3 Severability

D3.1 If any provision of the Contract is held invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be severed, and the remainder of the Contract shall continue in effect as if it had been executed without such provision.

D3.2 If such invalidity is so fundamental as to prevent completion of the Contract, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

D4 Monitoring of Contract Performance

D4. 1 The Contractor shall comply with the monitoring arrangements set out in Schedule 3 (Monitoring) and shall provide such other data and information as the Council may require under this Contract.

D5 Time of Performance

D5.1 Time of performance is of the essence of the Contract. The Contractor shall perform the Services or deliver the Goods in accordance with the Specification. The Council may by written notice require the Contractor to execute the Services or deliver the Goods in such order as the Council decides.

E PAYMENT AND CONTRACT PRICE

E1 Contract Price and Payment

E1.1 In consideration of performing its obligations under the Contract, the Contractor shall be paid by the Council the Contract Price.

E1.2 If the cost to the Contractor of performing the Contract changes as a result of new legislation or regulation made after commencement of the Contract, any variation to the Contract Price will be assessed on an individual basis. Such variation will not be allowed if such legislation or regulations were made public prior to the commencement of the Contract.

E1.3 Where a Self-Billing Agreement is in force, the Council shall generate Self-Bill Invoices on behalf of the Contractor in respect of Services delivered under this Contract. Payment shall be made in accordance with the Self-Billing Agreement and within 30 days of receipt and approval of the information required to support the Self-Bill Invoice.

E1.4 The Contractor shall provide all route records, service delivery information, passenger attendance information, mileage records and any other supporting information reasonably required by the Council to produce Self-Bill Invoices.

E1.5 The Contractor shall not submit VAT invoices directly to the Council where a Self-Billing Agreement is in force unless expressly requested by the Council.

E1.6 The Council may, without prejudice to its other rights, reduce payment in respect of any Goods/Services which the Contractor has either failed to provide or has provided inadequately.

E1.7 Where, in the reasonable opinion of the Council, it becomes apparent that an invoice has been submitted by the Contractor in respect of a service that has either not been undertaken by the Contractor or which has been cancelled by the Council in whole or in part whether for the duration of the Contract or on an ad-hoc basis as the Service has not been required, for whatever reason, then the Council shall be entitled to consider this as fraud and shall be entitled to cancel the Contract and to recover all losses and sums due from the Contractor.

E2 Recovery of Sums Due

E2.1 The Council may deduct any sum of money recoverable from or payable by the Contractor (including any sum in respect of a breach of this Contract) from any sum then due under this Contract, or which may become due under this Contract or under any other agreement or Contract with the Council.

E2.2 Any overpayment by the Council to the Contractor, whether of the Contract Price or of Tax, shall be a sum of money recoverable by the Council from the Contractor.

F LIABILITIES

F1 Indemnity and Insurance

F1.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or fraud or for any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

F1.2 The Contractor shall keep indemnified the Council against all claims, proceedings, actions, damages, legal costs, expenses and other liabilities whatsoever in connection with the Contract in respect of any death or personal injury, or loss of or damage to property which is caused directly or indirectly by any act or omission of the Contractor. This Condition shall not apply to the extent that the Contractor is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its staff or sub-Contractors, or by any circumstances within its or their control.

F1.3 The Contractor shall maintain with a reputable insurance company an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Contract, including death or personal injury, loss of or damage to property, or any financial loss arising from advice the Contractor may give or fail to give.

F1.4 The Contractor shall hold employer's liability insurance in respect of staff in accordance with any legal requirement for the time being in force.

F1.5 The Contractor shall produce for the Contract Manager, on request, copies of all insurance policies referred to in this Condition, or other evidence confirming the cover given by those policies, with receipts or other evidence of payment of the latest premiums due under those policies.

F1.6 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. The Contractor shall be responsible for determining the amount of insurance cover that will enable the Contractor to satisfy any liability referred to in clause F1.2.

F2 Warranties and Representations

F2.1 The Contractor warrants and represents that:

- a. the Contractor has the full capacity, authority, and necessary consents (including, where its procedures so require, the consent of its parent company) to enter into and perform this Contract and that this Contract is executed by an authorised representative of the Contractor.
- b. the Contractor shall discharge its obligations hereunder with all due skills, care and diligence, and in accordance with its own internal procedures.
- c. all obligations of the Contractor pursuant to the Contract shall be performed by appropriately experienced, qualified and trained Staff with due skill, care and diligence;
- d. the Contractor is not in default in paying any taxes, or in filing, registering or recording any document, or under any legal or statutory requirement in which default might have a material adverse effect on its business, assets or financial condition or its ability to perform this Contract.

G DEFAULT, DISRUPTION AND TERMINATION

G1 Termination on change of control and insolvency

G1.1 The Council may terminate the Contract by notice in writing with immediate effect if:

- a. the Contractor undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Contract; or
- b. the Contractor is an individual or a firm and a petition is presented for the Contractor's bankruptcy, or a criminal bankruptcy order is made against the Contractor or any partner in the firm, or the Contractor or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Contractor's or firm's affairs; or
- c. the Contractor is a company, the company passes a resolution for winding up or dissolution (other than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or
- d. the Contractor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- e. any similar event occurs under the law of any other jurisdiction within the United Kingdom.

G1.2 The Contractor shall notify the Contract Manager immediately of any change of control. The Council may exercise its right under clause G1.1 within six months of any change of control, unless it has agreed in advance to this change of control.

G1A Exclusion Grounds and Debarment

G1A.1 The Council may immediately suspend, exclude, remove from the Open Framework or terminate this Contract where:

- a) the Contractor becomes an Excluded Supplier under Schedule 6 of the Procurement Act 2023;
- b) the Contractor becomes an Excludable Supplier under Schedule 7 of the Procurement Act 2023;
- c) the Contractor becomes subject to a Debarment List entry;
- d) information supplied during admission to the Open Framework is found to be materially inaccurate, misleading or incomplete; or
- e) circumstances arise which would have entitled the Council to exclude the Contractor from the procurement process.

G1A.2 The Contractor shall immediately notify the Council if:

- a) it becomes aware that a Mandatory Exclusion Ground applies;
- b) it becomes aware that a Discretionary Exclusion Ground applies;
- c) it becomes the subject of any Debarment Investigation;
- d) it receives any notification relating to potential entry onto the Debarment List.

G2 Termination on Default

G2.1 The Council may terminate the Contract or any part thereof by written notice to the Contractor with immediate effect if the Contractor commits a Default and if:

- a. the Contractor has not remedied the Default to the satisfaction of the Council within 30 days, or such other period as may be specified by the Council, after issue of a written notice specifying the Default and requesting it to be remedied; or
- b. the Default is not capable of remedy; or
- c. the Default is a fundamental breach of the Contract.

G3 Break

The Council shall have the right to terminate the Contract or any part thereof at any time by giving three months' written notice to the Contractor.

G4 Consequences of Termination

G4.1 If the Council terminates the Contract or any part thereof under Condition G2 and makes other arrangements for the provision of Goods and/or Services, the Council may recover from the Contractor the cost of such other arrangements and any additional expenditure incurred by the Council throughout the remainder of the Contract Period. Where the Contract is terminated under Condition G2, no further payments shall be payable by the Council to the Contractor until the Council has established the final cost of making those other arrangements.

G4.2 If the Council terminates the Contract under Condition G3, the Council shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, provided that the Contractor takes all reasonable steps to mitigate such loss. The Contractor shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Contractor as a result of termination under G3.

G4.3 The Council shall not be liable under Clause G4.2 to pay any sum which, when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated prior to the expiry of the initial Contract Period.

G5 Recovery upon Termination

G5.1 Termination or expiry of the Contract shall be without prejudice to any rights and remedies of the Contractor and the Council accrued before such termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

G5.2 At the end of the Contract Period the Contractor shall forthwith deliver to the Council on request all Council Property in its possession or control, or in the possession or control of any suppliers or sub-Contractors and in default of compliance with this Clause the Council may recover possession thereof and the Contractor grants licence to the Council or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its suppliers or sub-Contractors where any such items may be held and to recover and take away the Council's property.

G5.3 The Contractor shall co-operate with the Council and any new Contractor appointed by the Council to continue or take over the performance of the Contract free of charge in order to ensure an effective handover of all work then in progress.

G6 Force Majeure

G6.1 For the purpose of this Condition, "Force Majeure" means any event which is outside the reasonable control of the Party concerned, and which is not attributable to any act or failure to take preventive action by the Party concerned. It does not include any industrial action occurring within the Contractor's organisation or within any sub-Contractor's organisation.

G6.2 Neither Party shall be liable to the other Party for any delay in or failure to perform the Contract (other than a payment of money) if such delay or failure results from a Force Majeure event. However, each Party shall use all reasonable endeavours to continue to perform its obligations hereunder for the duration of such Force Majeure event. If any such event prevents either Party from performing its obligations under the Contract for a period in excess of 6 months, either Party may terminate the Contract by notice in writing with immediate effect.

H DISPUTES AND LAW

H1 Governing Law

This Contract shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

H2 Dispute Resolution

H2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute in connection with the Contract within 30 days of either Party notifying the other of the dispute. Such efforts shall involve the escalation of the dispute to the Finance Director (or equivalent) of each Party.

H2.2 If the dispute cannot be resolved pursuant to Clause H2.1 the dispute shall be referred to mediation pursuant to sub clause H2.4 unless the Council considers the dispute is not suitable for resolution by mediation or the Contractor does not agree to mediation.

H2.3 Performance of the Contract shall not be suspended, ceased or delayed by reference of a dispute to mediation and the Contractor shall comply fully with the Contract at all times.

H2.4 The procedure for mediation is as follows:

- a. A neutral mediator ("Mediator") shall be agreed between the Parties or, if they are unable to agree within 14 days or if the agreed Mediator is unable or unwilling to act, either Party may apply to the Centre for Dispute Resolution ("CEDR") to appoint a Mediator.
- b. The Parties shall within 14 days of the appointment of the Mediator meet with him to agree a programme for the exchange of all relevant information and a structure for negotiations. The Parties may at any stage seek guidance from CEDR on procedures.
- c. Unless otherwise agreed, all negotiations connected with the dispute and any agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- d. Any settlement of the dispute shall be stated in writing and shall be binding on the Parties once signed by their authorised representatives.
- e. Failing agreement, either Party may invite the Mediator to provide a non-binding but informative opinion, to be provided without prejudice and not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- f. If the Parties fail to reach agreement within 60 days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute may be referred to the Courts unless referred to Arbitration in accordance with the Arbitration Act 1996.

SS. Additional Conditions for the Supply of Services

SS1 The Services

1.1 The Contractor shall provide the Services during the Contract Period in accordance with the Council's Specification. The Council may inspect performance of the Services at the Council's Premises at any reasonable time or, on reasonable notice, at any other premises where any part of the Services is being performed.

1.2 If the Council informs the Contractor that the Council considers any part of the Services to be inadequate or in any way differing from the Contract, and this is other than as a result of default or negligence on the part of the Council, the Contractor shall at its own expense re-schedule and perform the work correctly within such reasonable time as may be specified by the Council.

1.3 The Contractor shall reimburse the Council for all reasonable costs incurred by the Council as a direct consequence of the Contractor's delay in performing the Contract which the Contractor had failed to remedy after being given reasonable notice by the Council.

1.4 The Contractor shall not (and shall procure that the Staff do not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent of the Council.

1.5 Nothing in this Contract shall impose any liability on the Council for any liability incurred by the Contractor, except for any liability of the Council to the Contractor arising through breach of the Contract or through the negligence of the Council or its employees, servants or agents.

SS2 Equipment

2.1 The Contractor shall:

- a. provide all the Equipment necessary for the provision of the Services and shall ensure that the Council's Premises are appropriate to contain and operate the Equipment;
- b. make no delivery of Equipment nor commence any work on the Council's Premises without obtaining the Council's prior Approval;
- c. maintain all Equipment on the Council's Premises in a safe, serviceable and clean condition.

2.2 All Equipment shall be at the risk of the Contractor, and the Council shall have no liability for loss of or damage to any Equipment unless the Contractor demonstrates that such loss or damage was caused or contributed to by the negligence or default of the Council.

2.3 The Council may at any time during the progress of the Services order in writing the removal from the Council's Premises of any Equipment which in the opinion of the Council is hazardous, noxious or not in accordance with the Contract; and/or

2.4 On completion of the Services the Contractor shall remove the Equipment, unused materials and all rubbish arising out of the Services, make good any damage

caused to the Council's Premises by removal of the Equipment and leave the Premises in a neat and tidy condition.

SS3 Standard of Work

3.1 To the extent that the standard of work has not been specified in the Contract the Contractor shall use the best applicable techniques and standards and execute the Contract with all reasonable care, skill and diligence, and in accordance with good industry practice.

3.2 The Contractor warrants and represents that all Staff assigned to the performance of the Service shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Services.

SS4 Remedies in the event of inadequate performance

4.1 If a complaint is received regarding the Services the Contract Manager shall take all reasonable steps to ascertain whether the complaint is valid and may uphold the complaint or take further action in accordance with Condition G of this Contract.

4.2 If the Council is of the opinion that there has been a fundamental breach of this Contract by the Contractor, or the Contractor has failed in performing its duties under the Contract, then the Council may, without prejudice to its other rights, do any of the following:

- a. deduct from the payment to be made to the Contractor an amount which reasonably reflects the cost of the Services which the Contractor has failed to provide;
- b. without terminating the Contract, itself provide or purchase part of the Services until the Contractor demonstrates to the reasonable satisfaction of the Council that it can resume performance of such part of the Services in accordance with the Contract;
- c. terminate the Contract in respect of part of the Services only (with a corresponding reduction in the Contract Price) and itself provide or purchase such part of the Services;
- d. terminate, in accordance with Section G, the whole of the Contract.

4.3 The Council may charge the Contractor any cost reasonably incurred, plus reasonable administration costs, for providing or purchasing any part of the Services, to the extent that such costs exceed the sum which would otherwise have been paid to the Contractor.

4.4 If the Contractor fails to perform any of the Services to the reasonable satisfaction of the Council and such failure is capable of remedy, then the Council shall instruct the Contractor to perform the work and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 14 days or such other period as the Council may direct.

4.5 In the event that the Contractor fails on one or more occasions to comply with Clause 4.4 above, and such failures materially adverse the commercial interests of the Council, then the Council may terminate the Contract by notice in writing with immediate effect.

SS5 Variation of the Services

5.1 The Council reserves the right on giving reasonable written notice from time to time to require changes ("Variations") to the Services.

5.2 In the event of a Variation the Contract Price may also be varied. Such Price Variation shall be calculated by the Council and agreed with the Contractor and shall fairly reflect the nature and extent of the Variation. Failing agreement, the matter shall be determined by negotiation or mediation in accordance with Condition H2.

SS6 Offers of Employment

6.1 For the duration of the Contract and for 12 months thereafter the Contractor shall not employ or offer employment to any of the Council's staff who have been associated with the service without the Council's prior Approval.

SS7 TUPE

7.1 The Parties recognise that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply to this Contract, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part thereof) shall transfer to the Contractor on commencement of the Contract.

7.2 During the six months preceding expiry of the Contract or after the Council has given notice to terminate the Contract or the Contractor stops trading, and within 20 working days of being so requested by the Council, the Contractor shall fully and accurately disclose to the Council for the purposes of TUPE all information relating to its employees engaged in providing Services under the Contract.

7.3 The Contractor shall permit the Council to use the information for the purposes of TUPE and of re-tendering. The Contractor will co-operate with the re-tendering of the Contract by allowing the Transferee to communicate with and meet the affected employees and/or their representatives.

7.4 The Contractor shall indemnify the Council fully against all actions, proceedings, claims, expenses, awards, costs and other liabilities connected with the provision of information under Clause SS7.2.

7.5 The Contractor shall indemnify the Council against all actions, proceedings, claims, expenses, awards, costs and other liabilities in connection with any claim or demand by any employee or person claiming to be an employee on any date upon which the Contract is terminated and/or transferred to any third party ("Relevant Transfer Date") arising out of their employment or its termination whether such claim or claims arise before or after the Relevant Transfer Date.

7.6 This Condition shall apply during this Contract and for 3 years after its termination.

PASSENGER TRANSPORT SERVICES SPECIAL 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.

PT1 CONTRACT MANAGEMENT & ADMINISTRATION

PT1.1 Basis of Contract

PT1.1.1 Call-Off Contracts shall be awarded in accordance with the rules of the Bedford Borough Council School and Special Transport Open Framework.
The Council may undertake a Competitive Selection Process and evaluate submissions using the Most Advantageous Tender (MAT) approach in accordance with the Procurement Act 2023 and the Award Criteria stated within the Call-Off Invitation.

PT1.1.1A The Council may award individual transport routes through Route Service Agreements.

These Call-Off Terms and Conditions shall automatically apply to every Route Service Agreement awarded under the Open Framework and shall not require re-execution for each route award.

A separate Route Service Agreement may be issued for each route awarded to the Contractor.

The Contractor shall not commence operation of a route until the relevant Route Service Agreement has been executed.

PT1.1A Procurement Act Compliance

PT1.1A.1 The Contractor shall comply with all obligations applicable to Suppliers under the Procurement Act 2023. The Contractor acknowledges that serious breach, persistent breach or poor performance may be recorded as a Contract Performance Assessment under the Procurement Act 2023 and may be published where required by law.

PT1.1A.2 The Contractor shall promptly provide information reasonably requested by the Council to enable compliance with statutory transparency, reporting and publication requirements.

PT1.1A.3 The Contractor shall notify the Council immediately if any Mandatory Exclusion Ground or Discretionary Exclusion Ground arises during the Contract Period.

PT1.1A.4 Failure to provide such notification shall constitute a material breach of Contract.

PT1.1A.5 The Contractor shall cooperate with any Contract Performance Assessment undertaken by the Council.

PT1.1A.6 The Contractor shall:

- a) maintain accurate and up-to-date Core Supplier Information on the Central Digital Platform throughout the Contract Period;
- b) notify the Council immediately of any material change affecting the Contractor's legal status, exclusion grounds, licences, financial standing, associated suppliers or technical capability;
- c) provide any share codes, information or supporting evidence reasonably requested by the Council for compliance with the Procurement Act 2023 and Procurement Regulations 2024.

PT1.1A.7 The Contractor shall immediately notify the Council of any material change including:

- company ownership;
- insolvency events;
- licences;
- insurance;
- exclusion grounds;
- safeguarding investigations;
- regulatory enforcement action;
- associated suppliers;
- key personnel responsible for contract management.

Failure to notify shall constitute a material breach.

PT1.1A.8 The Contractor acknowledges that serious breach, persistent breach or poor performance may be recorded within a Contract Performance Assessment and may be published where required under the Procurement Act 2023.

PT1.1B Open Framework Membership

PT1.1B.1 The award of this Call-Off Contract does not guarantee the Contractor any minimum volume of work.

PT1.1B.2 Appointment to the Open Framework does not confer exclusivity.

PT1.1B.3 Continued eligibility to participate in the Open Framework and receive Call-Off opportunities shall be conditional upon the Contractor:

- a) remaining admitted to the Open Framework;
- b) maintaining all required licences, permits, insurances and approvals;
- c) continuing to satisfy Conditions of Participation;
- d) not being subject to suspension, exclusion, removal or debarment; and
- e) complying with all obligations under the Procurement Act 2023, the Open Framework Agreement and this Contract.

PT1.1B.4 The Contractor acknowledges that additional suppliers may be admitted to the Open Framework throughout its term and that such admission shall not constitute grounds for challenge, compensation or variation of this Contract

PT1.1C Central Digital Platform Compliance

PT1.1C.1 The Contractor shall maintain accurate, complete and up-to-date Core Supplier Information on the Central Digital Platform throughout the Contract Period.

PT1.1C.2 The Contractor shall promptly provide the Council with any information, declarations, share codes, documentation or supporting evidence reasonably required by the Council to verify the Contractor's continued compliance with the Procurement Act 2023, Procurement Regulations 2024, the Open Framework and this Contract.

PT1.1C.3 The Contractor shall ensure that any information submitted through the Central Digital Platform remains accurate and shall immediately correct any information which becomes inaccurate, incomplete or misleading.

PT1.1C.4 Failure to maintain accurate supplier information or to provide information reasonably requested by the Council under this clause shall constitute a material breach of this Contract.

PT1.1C.5 The Council may suspend participation in the Open Framework, suspend the award of new Call-Off Contracts, or take such other contractual action as it considers appropriate where the Contractor fails to maintain required Central Digital Platform information or otherwise fails to comply with its obligations under this clause.

PT1.1C.6 Failure to maintain a valid supplier registration on the Central Digital Platform where required by law may result in suspension from the Open Framework until the issue is resolved.

PT1.1D Notification of Material Changes

PT1.1D.1 The Contractor shall notify the Council in writing without delay and, in any event, within five (5) Working Days of becoming aware of any material change in circumstances which may affect its eligibility to participate in the Open Framework or its ability to perform the Services.

PT1.1D.2 Material changes shall include, but shall not be limited to:

- a) any change in ownership or control of the Contractor;
- b) any insolvency event or financial difficulty affecting the Contractor;
- c) the suspension, revocation, expiry or restriction of any licence, permit, authorisation or accreditation required to perform the Services;
- d) any reduction, lapse or cancellation of required insurance cover;
- e) any circumstance that may constitute a Mandatory Exclusion Ground or Discretionary Exclusion Ground under the Procurement Act 2023;
- f) any safeguarding investigation, regulatory investigation, enforcement action or prosecution involving the Contractor;
- g) any material change to the Contractor's associated suppliers, key subcontractors or persons relied upon to satisfy Conditions of Participation; and
- h) any other matter which may materially affect the Contractor's ability to perform the Contract.

PT1.1D.3 Failure to comply with this clause shall constitute a material breach of Contract.

PT1.1D.4 The Provider shall notify the Council of any new Associated Supplier, Key Sub-Contractor or Connected Person whose information was relied upon during admission to the Framework.

PT1.1.2 This Contract will take effect from the date shown on the Council's formal acceptance to tender, unless otherwise agreed in writing by both parties. It will continue for the period specified in the Council's acceptance letter unless an alternative expiry date is subsequently agreed in writing between 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.

PT1.1.2A The Open Framework commenced on 1 December 2026 and shall continue until 19 March 2029 unless extended by the Council in accordance with the Framework Agreement.

The Council may apply one or more extensions to the Open Framework provided that the cumulative duration of all extensions does not exceed five (5) years and eight (8) months.

Under no circumstances shall the total duration of the Open Framework exceed eight (8) years from its Commencement Date.

No Route Service Agreement may continue beyond the expiry date of the Open Framework.

PT1.1.3 The Call-off contract documentation will comprise the following:

The Bedford Borough Council School and Specialist Transport Open Framework Call-Off General and Special Terms and Conditions of Contract with Schedules:

- Schedule 1: Default Points Procedure
- Schedule 2: Safeguarding
- Schedule 3: Nimbus, Adverse Weather Procedure
- Schedule 4: Incident Reporting Procedure
- Schedule 5: Route Service Agreement and Service Specification
- Schedule 6: Driver/Passenger Assistant Code of Practice
- Schedule 7: Operators call-off submission documentation

PT1.2 Sub-Contracting

PT1.2.1 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.

PT1.2.2 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.

PT1.2.3 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.

PT1.2.4 The Contractor shall immediately notify the Council of any new subcontractor, associated supplier or key delivery partner engaged in connection with the Services and shall provide such information as the Council may reasonably require to assess compliance with the Procurement Act 2023, exclusion grounds and Conditions of Participation.

PT1.3 Payment

PT1.3.1 The Contractor shall provide all information required by the Council's payment system to support the generation of Self-Bill Invoices.

PT1.3.2 The Council or its appointed payment services provider may generate Self-Bill Invoices on behalf of the Contractor.

PT1.3.3 Payment shall be made in accordance with the Self-Billing Agreement.

PT1.4 Revision of Contract Price

PT1.4.1 Services exceeding one year will be subject to price reviews annually during October. Services are not eligible for a price review within 12 months of;

- a) commencement or,
- b) a variation that resulted in a price revision

PT1.4.2 When conducting the price review, the Council will take into consideration several indices published by the Office for National Statistics including Retail Price Index (RPI), Consumer Price Index (CPI) and Average Earnings Index and also give consideration to the Confederation of Passenger Transport Index.

PT1.4.3 The percentage price variance and calculation method will be communicated in writing to all contractors with eligible Services by the end of October with the price variance being applicable from 1st November.

- PT1.4.4 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 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 cases where a Variation will involve additional or reduced cost, the Council and the Contractor shall seek to agree implementation of the Variation and negotiate a revised Contract price within a period of five days of service by either party of a notice suggesting a variation. 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 The Contractor is deemed to have taken into account all reasonable circumstances in preparing the call-off submission, 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.
- PT1.5.5 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 future Open Framework opportunities, Competitive Selection Processes and Direct Awards. 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.

PT1.5A Suspension from Open Framework

PT1.5A.1 The Council may suspend the Contractor from participation in Competitive Selection Processes, Direct Awards or the award of any new Call-Off Contracts where:

- a) the Contractor no longer satisfies any Conditions of Participation;
- b) required licences, permits, approvals or insurances have expired, lapsed or are otherwise under review;
- c) safeguarding, compliance, performance or regulatory concerns have arisen;
- d) the Contractor is under investigation by any regulatory, licensing or enforcement body;
- e) the Contractor fails to maintain active Open Framework eligibility; or
- f) the Council reasonably believes the Contractor may be in material breach of the Open Framework Agreement or this Contract.

PT1.5A.2 During any period of suspension the Contractor shall not be eligible to receive new Call-Off opportunities, participate in Competitive Selection Processes or receive Direct Awards.

PT1.5A.3 Suspension may be lifted where the Contractor provides evidence satisfactory to the Council that the matter giving rise to the suspension has been fully remedied.

PT1.5B Contract Modifications

PT1.5B.1 Any modification to this Contract shall only be implemented where the Council is satisfied that the proposed modification is permissible under the Procurement Act 2023 and any applicable Procurement Regulations.

PT1.5B.2 The Contractor shall provide such information as the Council may reasonably require to assess whether a modification is permissible.

PT1.5B.3 The Contractor acknowledges that the Council may be required to publish a Contract Change Notice under the Procurement Act 2023.

PT1.5B.4 The Contractor shall provide all information reasonably requested by the Council in connection with any Contract Change Notice, Contract Details Notice or other transparency publication required under the Procurement Act 2023.

PT1.6B.5 Without limitation to this clause, modifications may include changes to routes, route specifications, passenger requirements, vehicles, operating times, prices, payment arrangements, service scope and contract duration where such modifications are permitted by the Procurement Act 2023 and the Open Framework procurement documents.

PT1.6 PT1.6 Removal from the Open Framework

PT1.6.1 The Council may remove the Contractor from the Open Framework and terminate this Contract where:

- a) the grounds for suspension have not been remedied within the period specified by the Council;
- b) the Contractor becomes an Excluded Supplier or Excludable Supplier under the Procurement Act 2023;
- c) the Contractor becomes subject to a Debarment List entry;
- d) a Mandatory Exclusion Ground arises;
- e) the Contractor commits a material or persistent breach of this Contract;
- f) the Contractor's performance falls below required standards and any required improvement actions have not been successfully implemented;
- g) the Contractor ceases to hold any licence, permit or authorisation required to provide the Services; or
- h) the Council reasonably considers that continued participation would create an unacceptable safeguarding, operational, legal or reputational risk.

PT1.6.2 Removal from the Open Framework may result in termination of any active Call-Off Contracts in accordance with the provisions of this Contract.

PT1.7 Service Termination

PT1.7.1 Termination periods under this contract are categorised and stated on the Service Specification at the point of tender in accordance with the following periods as set out below.

Termination Category	Termination Period
Lot 1	1 Month
Lot 2	1 Month
Lot 3	1 Month
Lot 4	1 Month
Lot 5	2 Months
Lot 6	2 Months

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;

PT1.8 Ad-hoc Variations to Individual Services

PT1.8.1 The Council shall be entitled to vary any Service by giving 24 hours' notice for Services with a termination category of E, or a minimum of 5 days' notice for Services with a termination category of A to D, 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 28 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 5 days' 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 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 must procure and maintain in force for the duration of the Contract, sufficient policies of insurances that provide cover against all liability arising out of the operation of the Contract. The Contractor shall produce a copy of such policies of insurance to the Council on the basis on which they are renewed. i.e. Annual or Monthly and at any other time upon request by the Council. If monthly the Contractor undertakes to pay each monthly instalment to ensure the insurance remains in force and valid.
- 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 the Contract:
- a) Employer's Liability Insurance - £5,000,000
 - b) Public Liability Insurance - £5,000,000
 - c) Medical Transport Services only:

Medical Malpractice Insurance £5,000,000
- OR
- Public Liability £10,000,000 covering medication administration

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 within five (5) Working Days of any reduction, lapse, cancellation or variation of insurance.

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.

PT4.1A Key Performance Indicators

PT4.1A.1 The Council may establish Key Performance Indicators (KPIs) for the monitoring and management of Contractor performance.

PT4.1A.2 KPIs may include but are not limited to:

- a) reliability of service delivery;
- b) punctuality;
- c) safeguarding compliance;
- d) complaint levels;
- e) contract administration;
- f) response times;
- g) incident reporting compliance; and
- h) customer satisfaction.

PT4.1A.3 The Contractor shall provide all information reasonably required by the Council to support performance monitoring.

PT4.1A.4 Failure to achieve required KPI standards may result in improvement plans, formal review, suspension or other contractual remedies.

PT4.1B Contract Performance Assessment

PT4.1B.1 The Council reserves the right to undertake a Contract Performance Assessment in accordance with the Procurement Act 2023.

PT4.1B.2 The Contractor shall cooperate fully with any Contract Performance Assessment.

PT4.1B.3 The Council may conduct an assessment where:

- a) serious breach occurs;
- b) persistent breach occurs;
- c) poor performance occurs;
- d) safeguarding failures arise;
- e) significant contract management concerns arise.

PT4.1B.4 The Contractor shall be given the opportunity to make representations before any final assessment is issued.

PT4.1B.5 Assessments may be published where required by the Procurement Act 2023.

PT4.1B.6 A published assessment may be taken into account in determining eligibility for future procurement opportunities.

PT4.1B.7 Publication shall not prejudice any other contractual remedy available to the Council.

PT4.1B.8 The Council's decision in relation to publication requirements shall be final.

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.

- PT4.2.2 The Vehicle should be searched for lost property upon the completion of each journey, where practicable.
- PT4.2.3 All lost property should be handed to the Contractor's assigned officer for safe custody within 24 hours with a report detailing the finding of the article including the date, route/journey and Driver details.
- PT4.2.4 The Contractor's assigned officer is empowered to open packages, bags or other containers to examine the contents or to identify the owner.
- PT4.2.5 The Contractor must keep non-perishable lost property in safe custody for at least one month or until it is returned to its owner or, if not claimed after 1 month, is disposed of. Perishable lost property may be destroyed or disposed of within 48 hours if not claimed. Official documents, such as passports, must be returned by the Contractor to the appropriate issuing or controlling body.
- PT4.2.6 With the exception of Public Transport contracts where the lost property is found the Contractor must inform the Council within 24 hours.
- PT4.2.7 The Contractor should give reasonable assistance to passengers in reclaiming any property recovered on Vehicles. Any property which is claimed by the owner must be returned, so long as the Contractor is satisfied as to ownership.
- PT4.2.8 The Contractor must keep records for a period of not less than 6 months of all property lost, found, returned and disposed of. These records must be made available for inspection by the Council if requested.

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, fax 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.

PT4.6 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 damages.

Schedule 1

DEFAULT POINT PROCEDURE

The Default Point Procedure is designed to ensure that failures to meet the Contract conditions are followed up with a penalty which is appropriate to the failure and fairly applied and which gives the Contractor an incentive to improve performance.

1. The following rules will determine the application of default points and termination of Services:
 - (a) Failure to comply with Contract conditions will lead to the application of default points as detailed in the defaults points table, in a range from 5 to 100.
 - (b) Each set of penalty points will be attached to the Service for the period of 6 months from issue.
 - (c) If a Contractor is issued with 100 or more Default Points in a rolling six month period (excluding School holidays in the case of Services serving schools) unless immediate termination is specified, the Council may suspend the Service pending termination as set out below.
 - (d) Some failures, as specified in the Default Points Table, will not have default points awarded but will instead result in immediate service termination.
 - (e) In the event of Service termination as a result of one or cumulative failures, the Council may suspend or exclude the Contractor from the Open Framework Agreement either temporarily or permanently. Contractors will be ineligible to participate in any Competitive Selection Process, Direct Award opportunity or other Open Framework award process.
A suspension may be lifted once the Contractor can provide satisfactorily evidence that they have made the necessary improvements to address the grounds under which they were given the suspension. The application and/or lifting of such suspensions and exclusions are done solely at the Council's discretion and the Council's decision is final.
2. Where action is taken against the Contractor under the conditions of this Procedure the onus will be on the Contractor to prove that any alleged irregularities did not occur; providing any available evidence to the Council.
3. Where a Contractor is issued with a Notice of Termination under the rules of this Procedure; the Service will be suspended for 7 working days, during which time the Contractor has the right to appeal in writing to the Council. The Service will remain suspended until the outcome of the Appeal is determined. If no appeal is made within the seven days the Service will be terminated, and no appeal will be considered thereafter. No payment will be made by the Council for the period of suspension, even if the Service is subsequently reinstated.
4. If a Contractor wishes to appeal against the issue of awarded Default Points, they must do so in writing to the Council within 7 working days of receipt of the notice.

Appeal Process

5. All Appeals must be made by the Contractor in writing to the issuing Officer as detailed on the Default Notice within 7 working days of the notification and should detail the reasons for the Appeal and provide all relevant supporting evidence. Appeals will be acknowledged within 5 working days. The appeal will be considered within 20 working days of receipt.
6. It is possible that the Contractor may be contacted subsequently for additional information or clarification which must be provided by the Contractor within 2 working days of such a request. Failure to respond to requests for additional information or clarification will result in dismissal of the Appeal.
7. In Appeals relating to the termination of a Service the Contractor will be offered the opportunity to present their case in person. In this event the Contractor must give prior notification to the Council of the names of all parties attending on behalf of the Contractor.
8. Appeals concerning the award of default points, not resulting in the suspension or termination of the Service, will normally be considered upon the merit of the written evidence submitted. Only in exceptional circumstances, will the Contractor be invited to present their case in person.
9. All Appeals will be considered by a Council Director or the holder of any post which comprises the equivalent duties or is at a similar level of Seniority, or his appointed Officer, whose decision will be final.

DEFAULT POINTS TABLE

This list is not exhaustive. The Council reserves the right to apply appropriate Default Points for any breach of the Conditions of Contract and may amend the provisions of Schedule 1 at its discretion.

Ref Code	Nature of failure	Points	Notes
<u>Gross Misconduct</u>			
P001	Use of Vehicle without the necessary Licence	100	Immediate Termination – may lead to all Services held with the Borough Council to be terminated
P002	Vehicle un-roadworthy in accordance with Road Traffic Legislation	100	As above
P003	Failure to have the correct insurance	100	As above
P004	Failure to provide a Driver with the appropriate Licence for the type of Vehicle	100	As above
P005	Failure to notify the authority in the event of an incident in accordance with clause(s) PT4.3 and PT4.4 of the Contract Document	100	As above
P006	Any actions or behaviour by the Contractor or employees likely to bring the Council into disrepute	100	May lead to all Services held with the Borough Council to be terminated
P007	Failure to provide a BBC approved Driver or Passenger Assistant on a Bedford Borough Council Service.	50	Immediate Termination – may lead to all Services held with the Borough Council to be terminated
P008	Failure to carry Passenger Assistant without prior consent from Bedford Borough Council	50	As above
P009	Failure to operate Service (as per schedule / specification)	100	Only applied if deemed to be within the Contractor's control
P010	Use of Vehicle which does not meet specification	50	Applies where written authorisation has not been received
P024	Driver or Passenger Assistant smoking during performance of the Service	100	Immediate suspension of the Driver or Passenger Assistant from the Borough Council's approved list (Badge withdrawal)
PO25	Any action or behaviour by the Contractor or its staff which is likely to cause harm or presents a risk of harm to a passenger/client	100	Immediate Termination – may lead to all Services held with the Borough Council to be terminated

PO26	Any action or behaviour by the Contractor or its staff arising from a breach of safeguarding responsibilities or results in or is likely to result in harm due to a failure to exercise appropriate duty of care towards passengers, including vulnerable client groups.	100	Immediate Termination – may lead to all Services held with the Borough Council to be terminated
<u>Breach of Contract</u>			
P011	Failure to notify the Council of sub-Contracting arrangements as per clause PT1.2	75	This may lead to immediate suspension of Service
P013	Failure to provide route sheet where required in Service Specification	25	
P014	Failure to notify the Borough Council of delays	5 15 25	1 st occasion 2 nd occasion 3 rd occasion and any thereafter
P015	Failure to observe agreed pick up point / bus stop / departure time by being early / late / changing route order	5 15 25	1 st occasion 2 nd occasion 3 rd occasion and any thereafter
P016	Failure to respond to complaint or report	25 50	1 st occasion 2 nd occasion and any thereafter
P017	Failure to ensure Drivers/Passengers Assistants are provided with, appropriately briefed on, relevant Risk Assessment and/or Travel Care Plans, including failure to cascade such information securely in accordance with data protection requirements.	25 50 100	1 st occasion 2 nd occasion 3 rd occasion and any thereafter
P031	Failure to accept tickets/passes as defined in the service specification	50	
P032	Failure to notify the Council of a notice of intention and/or the subsequent outcome of such a hearing as per clauses PT3.1.6 and 3.1.7	5 15 100	1 st occasion 2 nd occasion 3 rd occasion and any thereafter

P033	Failure to report non-attendance of a passenger for three consecutive days	25 50 75	1 st occasion 2 nd occasion 3 rd occasion and any thereafter
P034	Deployment of a Driver/Passenger Assistant on an SEN Service who has not completed the council-approved Safeguarding training and/or does not hold a CTA as required	50 75 100	1 st occasion 2 nd occasion 3 rd occasion and any thereafter – 100 points; may result in immediate suspension of the individual and or Service.
P035	Unauthorised contact or communication with passengers or their families outside that which is strictly necessary to the delivery of the Service, including but not limited to communication via social media or digital platforms (e.g. Facebook, Snapchat, Instagram, WhatsApp, TikTok, X or similar applications).	100	Immediate suspension of the Driver or Passenger Assistant from the Borough Council's approved list (Badge withdrawal). May result in immediate termination of the Service where the behaviour presents a safeguarding risk, involves vulnerable passengers, or is likely to bring the Council into disrepute.
P036	Failure to ensure a wheelchair user is positioned and /or secured in accordance with the agreed safe system of work, including failure to transport wheelchair users in a forward-facing position unless otherwise authorised, or failure to use appropriate restraint systems in accordance with relevant guidance, manufacturers instructions, and/or the passenger's Risk Assessment or Travel Care Plan.	100	Immediate suspension of the Driver or Passenger Assistant from the Borough Council's approved list (Badge withdrawal). May result in immediate suspension or termination of the Service where the failure presents a risk to passenger safety or constitutes a breach of safeguarding responsibilities.
<u>Vehicle</u>			
P022	Use of Vehicle in poor but roadworthy condition	5 10 100	1 st occasion 2 nd occasion 3 rd occasion and any thereafter
P023	Use of Vehicle in defective condition <i>NB. This list is not exhaustive and Bedford Borough Council have the right to award additional Points as appropriate</i> <i>This may lead to immediate suspension pending termination</i> <i>(Points depend on the nature of the defect)</i>	5 10 10 10 10 10 15 25 25 25 25 50 50 100	lights wipers glass fire extinguisher first aid kit excessive smoke in-service failure during route CCTV (where appropriate) door locks mirrors complete breakdown seatbelts missing documentation tyres

P033	Failure to ensure Vehicle modifications certified as fit for purpose, or be able to provide the documentary evidence to prove such certification has taken place	100	May result in the immediate termination of the Service
<u>Staff</u>			
P025	Driver using mobile phone in hand, via Bluetooth or otherwise whilst in control of the Vehicle	5 15 100	1 st occasion 2 nd occasion 3 rd occasion and any thereafter
P026	Failure to carry a mobile phone / radio contact for emergency use	25 50	1 st occasion 2 nd occasion This offence will be logged against the Driver and a second offence by the same Driver will lead to that Driver being suspended from the Borough Council's approved list
P027	Failure of Driver or Passenger Assistant to wear a Borough Council issued ID badge or alternative means of authorisation	25 50	1 st occasion 2 nd occasion This offence will be logged against the Driver/PA and a second offence by the same Driver/PA will lead to that Driver being suspended from the Borough Council's approved list
P028	Failure to provide a competent member of staff	50	
P030	Failure to ensure available contact	5 15 100	1 st occasion 2 nd occasion 3 rd occasion and any thereafter

Schedule 2

SAFEGUARDING

All individuals engaged in the provision of services involving children and/or vulnerable adults have a duty to safeguard and promote their welfare at all times. This duty extends to identifying and acting upon any concerns regarding the suitability of any person working within such environments.

This includes an obligation to report any conduct, by an employee, volunteer or contractor, which may indicate that they are unsuitable to work with children or vulnerable adults, whether within their current role or in any other capacity.

Contractors must actively promote safeguarding through the implementation and maintenance of robust procedures, including, as a minimum:

- Effective **Safer Recruitment practices**
- Clear and accessible **safeguarding and abuse reporting procedures**
- Appropriate and up-to-date **staff training and awareness**

Contractors are responsible for ensuring that all personnel engaged on Council-contracted services are fully informed of, and comply with, these safeguarding and reporting requirements.

Safer Recruitment

The importance of Safer Recruitment is recognised as a critical control in reducing the risk of harm to children and vulnerable adults.

“For those agencies whose job it is to protect children and vulnerable people, the harsh reality is that if a sufficiently devious person is determined to seek out opportunities to work their evil, no one can guarantee that they will be stopped. Our task is to make it as difficult as possible for them to succeed...”

Richard Inquiry Report 2004, P12 Para 79

Contractors must ensure that recruitment processes are thorough, consistent, and proportionate to risk. This includes undertaking comprehensive pre-employment checks such as: Structured interviews; Verification of employment history; satisfactory references; Any other checks necessary to assess suitability. These measures are required to ensure that prospective employees do not present a risk to service users.

It is a contractual requirement that all Drivers and Passenger Assistants engaged on Council contracts:

- Hold an Enhanced Disclosure and Barring Service (DBS) clearance, assessed and approved by the Council; and

- Are issued with a valid Council Transport Identification Badge

Under no circumstances should any individual undertake duties on a Council-contracted service without having first obtained the required clearance and authorisation.

Abuse

Abuse may take a number of forms, including (but not limited to): Physical abuse; Sexual abuse; Emotional or psychological abuse and Neglect.

Abuse may be identified through direct observation, behavioural indicators, or disclosure by the individual. It may occur in a domestic, institutional, or community setting and may involve adults or children, including peer-on-peer abuse. While the majority of staff working with children and vulnerable adults act professionally and in accordance with safeguarding expectations, it must be recognised that some individuals may deliberately seek to exploit access to vulnerable persons.

It is therefore essential that all reasonable steps are taken to:

- Prevent opportunities for abuse
- Maintain appropriate professional boundaries
- Ensure that all staff are suitable to work with vulnerable groups

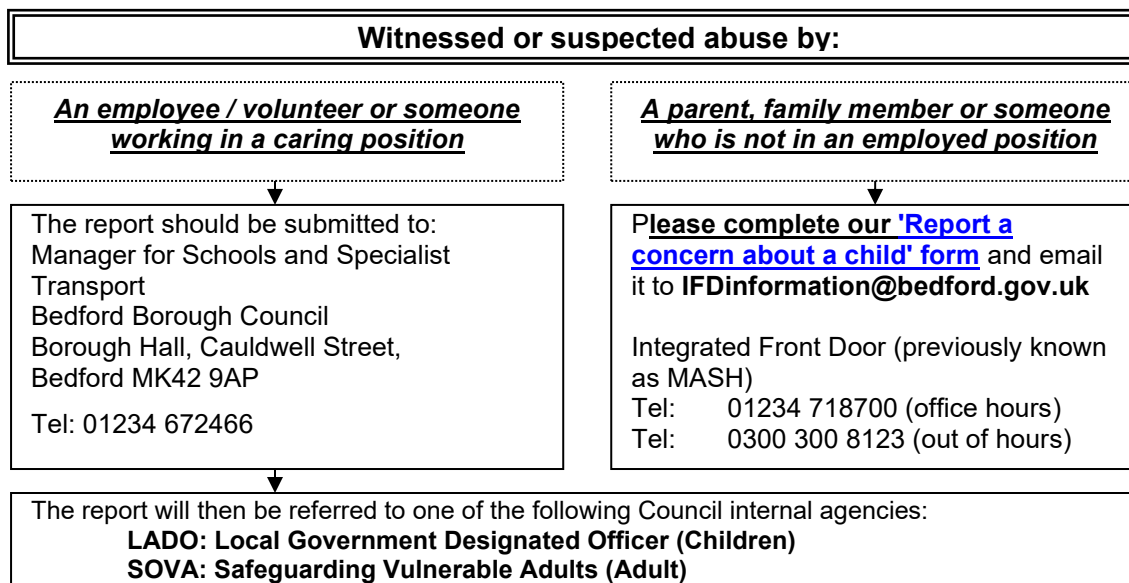
Any concerns must be treated seriously. Where there is reason to believe that an individual working with children or vulnerable adults has: Caused, or may have caused, harm to a child or vulnerable adult; Committed, or may have committed, a criminal offence against a child or vulnerable adult; or Behaved in a manner that indicates they may pose a risk of harm. This **must be reported immediately** in accordance with the Council's safeguarding and reporting procedures relating to employees and volunteers.

Reporting Procedure

If you have any reason to believe that a passenger is suffering abuse, you are responsible for reporting this immediately. Allegations are treated confidentially by the relevant Council Department and agencies.

1. Remember that an allegation of child abuse or neglect may lead to a criminal investigation, so:
 - **DO NOT** offer the passenger confidentiality as you have a duty to refer this information,
 - **DO NOT** ask the passenger probing questions,
 - **DO NOT** do anything that may jeopardise a police investigation, such as asking the child leading questions or attempting to investigate the allegations of abuse.
2. At the earliest opportunity, upon witnessing an incident, you should call the Council to advise them that you have witnessed an incident which has caused you concern.
3. You should then write down what you have witnessed in as much detail as possible. This information should include the date and time of the incident, a description of the incident, a description (and where possible a name) of the alleged perpetrator and details of any other witnesses.

4. You should sign and date this witness statement
5. You should ensure that your witness statement is marked confidential and given directly to the relevant Council Officer as detailed below at the earliest opportunity.



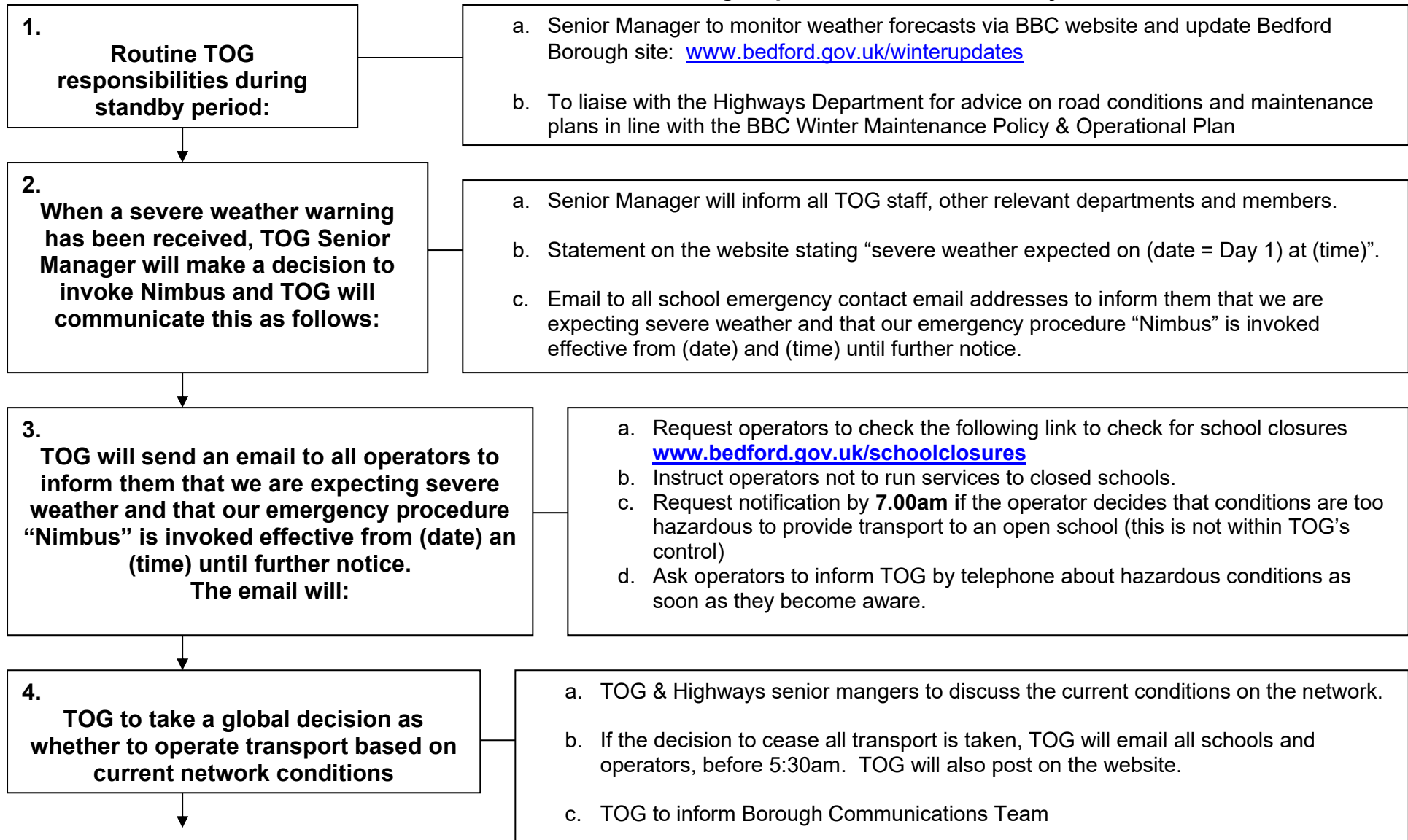
Reference: HM Government Guidance; What to do if you're worried a child is being abused (ref. 04319-2006BKT-EN)
This can be downloaded from www.everychildmatters.gov.uk

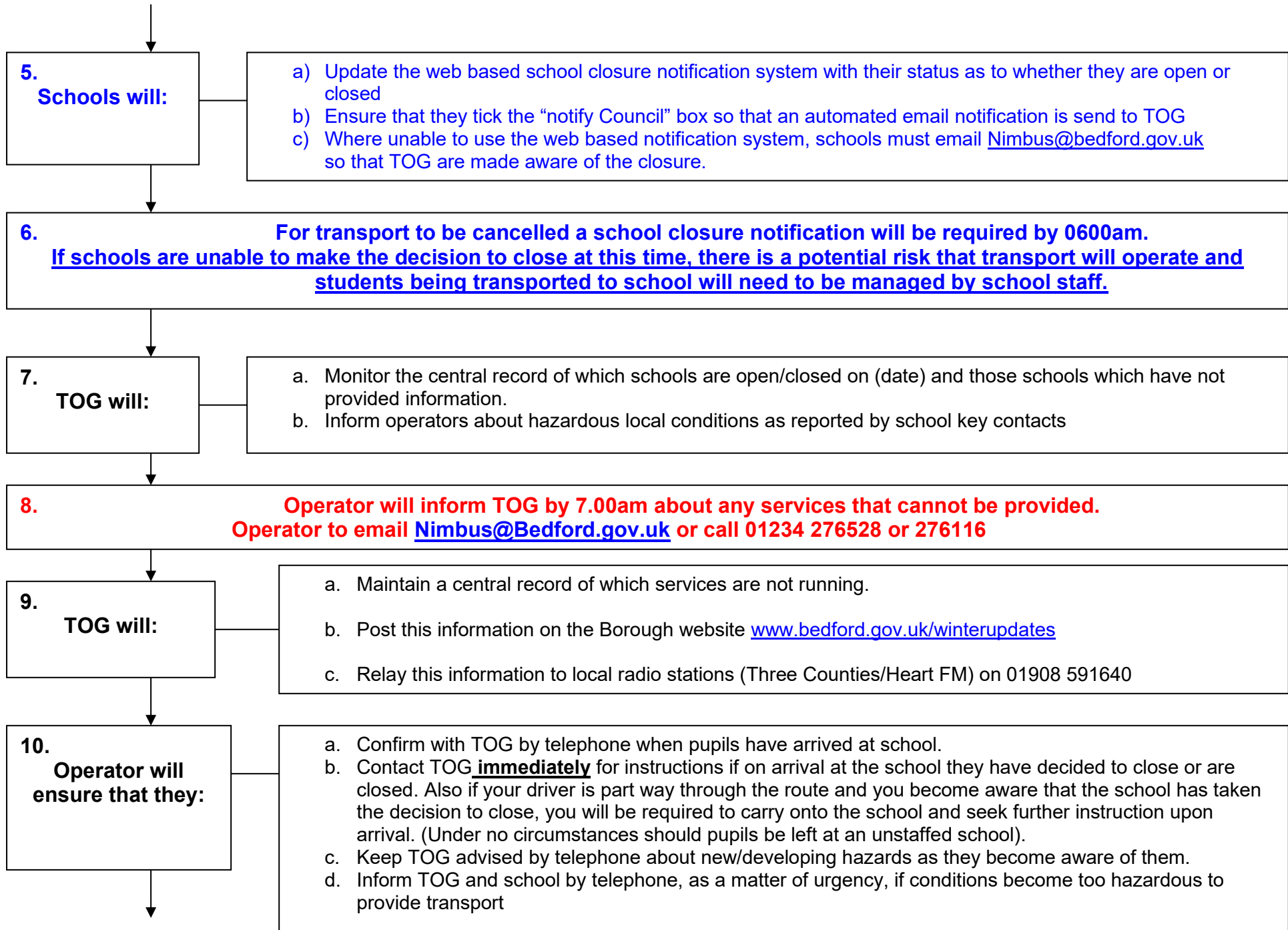
Schedule 3

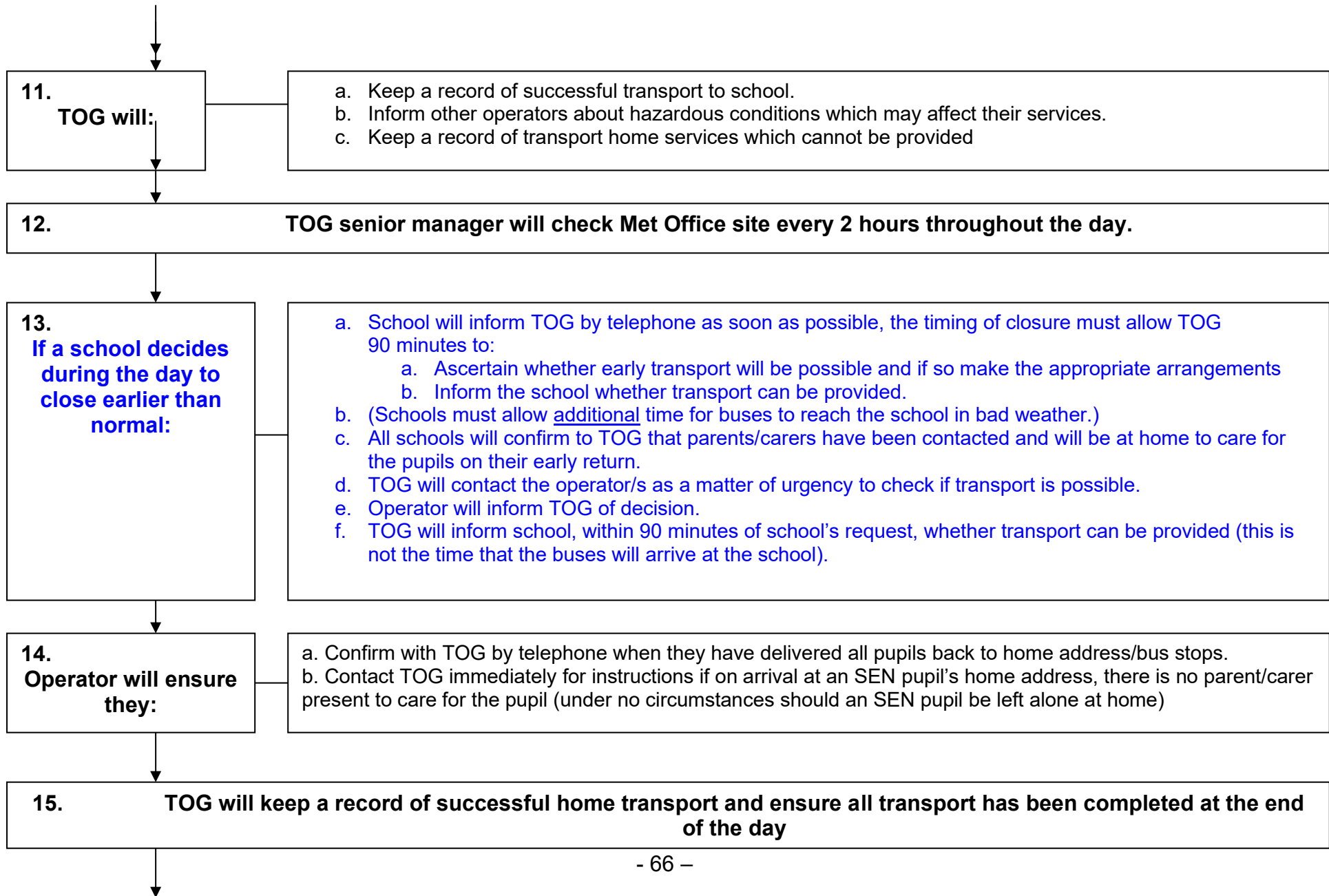
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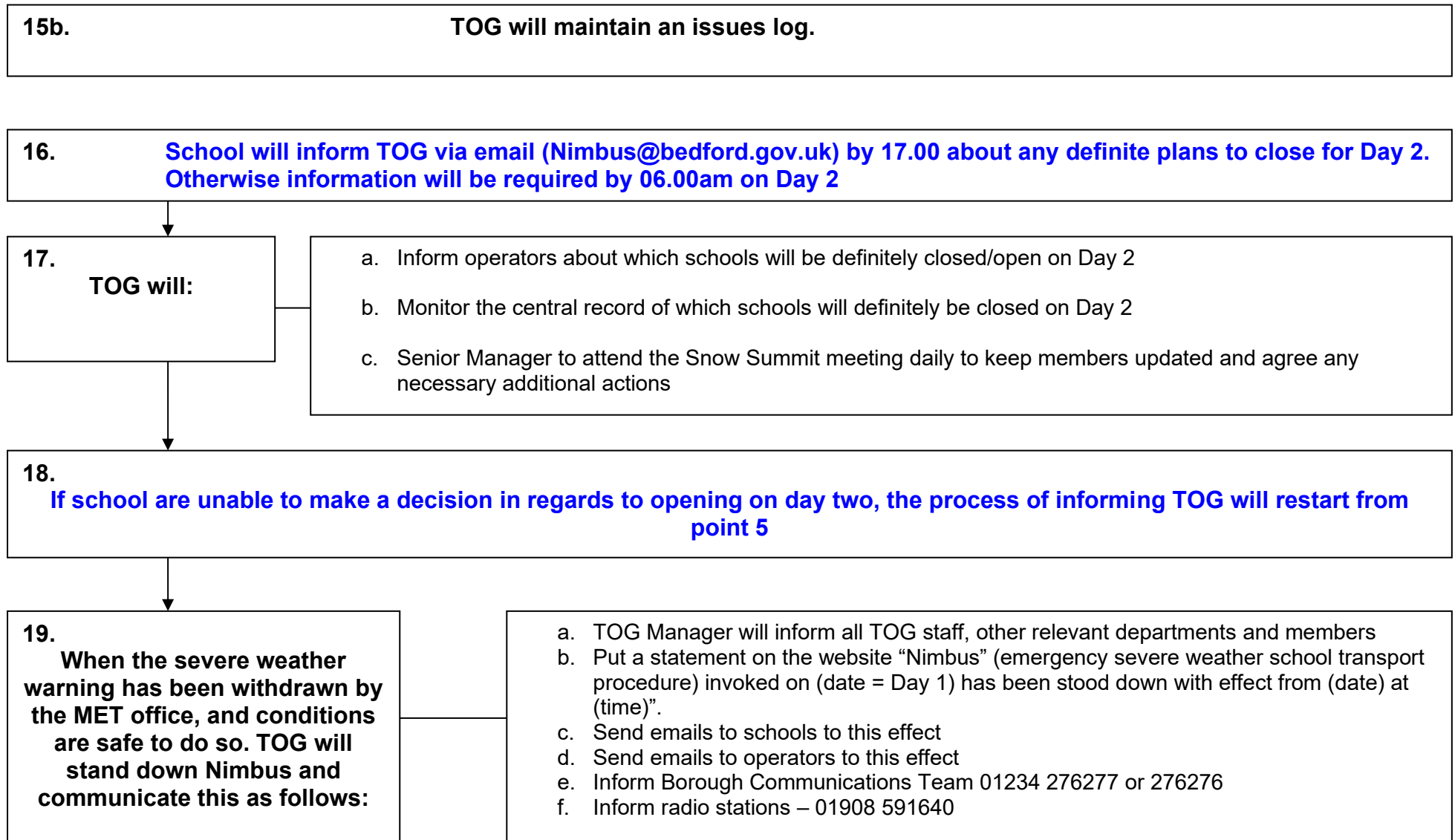
Emergency severe weather school transport procedure

When Nimbus is in effect the following steps will be taken on a daily basis:









Schedule 4

Incident Reporting Procedure

Incident reporting is integral to the process of handling challenging situations, emergencies and any other circumstances that may affect the safety or efficiency of passenger transport services.

The formal process requires Contractors to raise Incident Reports and submit them to the Transport Operations Team within 24 hours of an incident occurring. The Contractor will raise the report based on input from the individual Driver/ Passenger Assistant who shall be provided with a supply of incident record forms. Drivers/ Passenger Assistants are required to record details of any incident(s) that occur during the journey on one of these forms and to report the incident to their line supervisor without delay. All available information should be recorded including the names of the Driver, Passenger Assistant, Route no etc.

The following list gives some idea of the circumstances that would warrant being recorded as an incident and reporting to your line supervisor:

- Incident or injury occurring during the journey
- Any injury or illness to staff or passengers whilst on transport
- Regular or ongoing challenging behaviour
- Physical assault by clients, either on other clients or transport staff
- Threatening behaviour, either towards other clients or transport staff
- Potential or actual bullying, both physical and mental. This may be either on the Vehicle or whilst waiting to board the Vehicle.
- Regular delays caused by either clients or parents/guardians/carers.
- Sickness or behavioural problems
- Potential infection problems
- Unusual appearance or signs of agitation
- Communications from Parent/Carer to Council employee
- Damage caused to Vehicles or Bedford Borough Council equipment as a result of passenger activity
- Other relevant information which could indicate a change in a person's behaviour patterns.
- Reports of bullying or assault at home by a parent, carer or partner etc.
- Other situations as directed within this document

This list is not exhaustive and an Incident Report Form should be used whenever an incident takes place on the Vehicle, or that affects the normal or planned operation of the Service.

In the event that you consider a situation warrants reporting, it is very important to do so immediately as any subsequent action could be time critical.

Reports that include confidential information should be handed directly to a member of the Transport Operations supervisory/management team in a sealed envelope marked CONFIDENTIAL.

ALL PERSONAL INJURY

Any physical injury or assault should be reported by telephone to the Council in the first instance so that immediate assistance/advice can be given if necessary.

The Driver/Passenger Assistant must notify the Council as soon as is safe to do so but always within 1 hour by telephone of any personal injury Incident involving a Vehicle operating the service, or a passenger travelling in, boarding or alighting from a Vehicle, or being escorted to or from a Vehicle. There is no acceptable reason for delay and several telephone numbers are provided to Contractors in the Contacts section of this procedure to facilitate this.

The Driver/PA must raise an Incident Record within 24 hours of the incident taking place, including relevant proposals to prevent recurrence. All necessary information to complete the report must be included.

VEHICLE BREAKDOWN

In the event of a Vehicle breakdown, the procedure below must be followed:

1. If possible move the Vehicle to a safe place.
2. Warn other traffic of the situation by using hazard lights and warning triangle (If safe to do so). Do not use the warning triangle on a motorway.
3. If possible keep side lights on in darkness or poor visibility.
4. Ensure the safety of all passengers
5. If the Vehicle is immobile, causing an obstruction and cannot be moved, or there is a risk of fire or further collision call the police via 999. Consider evacuating the Vehicle if safe to do so – when arriving at a decision bear in mind the nature of the passengers you are carrying and whether or not evacuation is the safest option.
6. Notify the relevant company representative to arrange for a mechanic or breakdown Vehicle to be sent to the scene. Notify the Transport Operations Group (TOG) at Bedford Borough Council.
7. Having mitigated any risk, the Driver/PA must work with their line manager to take all reasonable measures both to minimise the delay to passengers on board the Vehicle and to operate the remainder of that Vehicle's schedule, adhering as closely as possible to the timetable. This may include the use of a replacement Vehicle.
8. In the event of a Vehicle being delayed by over 10 minutes, affected parents/guardians, and school and centre/establishment staff should be advised of the delay.
9. If it is necessary to use a replacement Vehicle to complete the current, or subsequent, scheduled runs the Driver and Passenger Assistant will be required to ensure that the replacement is properly configured and is suitable for the task, especially in the case of special needs or elderly passengers with specific travel requirements.

ROAD TRAFFIC INCIDENTS

In the event of a road traffic incident the safety and welfare of the passengers must be the first consideration. The following procedure must be followed:

- 1 Stop as soon as safe to do so.
- 2 Assess if there are any injuries inside or outside the Vehicle by making enquiries if necessary.

If **No** Injuries confirmed or suspected:

- 2ai If appropriate move the Vehicle from its resultant position.
- 2aii Arrangements must be made for all **SEN** pupils to undergo a medical examination whether they appear to be injured or not. In some circumstances this may be necessary to carry out at the site of the incident alternatively upon reaching their destination. This should decision be co-ordinated through the Council who will provide appropriate guidance.
- 2aiii Even if it is felt that the incident was injury free all passengers carried on transport must be advised to seek medical attention following an incident. The staff on site of the destination establishment or the parents/guardians/carers, where the Vehicle was homeward bound, should also be advised immediately upon arrival.

If Injuries confirmed or suspected:

- 2bi Assess the severity of the injuries in order to advise the emergency services.
 - 2bii Contact emergency services and ensure that help is on its way.
 - 2biii Do not remove the Vehicle from its resultant position unless it is absolutely necessary, for example, if the position of the Vehicle could cause another incident.
 - 2biv All injury incidents must be reported to the police as soon as possible and always within 24 hours.
- 3 In the event of the Vehicle being involved in a road traffic incident it may not always be appropriate or possible to evacuate the Vehicle. The risk will need to be assessed by the Driver. If the Vehicle is immobile, causing an obstruction and cannot be moved, or there is a risk of fire or further collision call the police via 999. Consider evacuating the Vehicle if safe to do so – when arriving at this decision bear in mind the nature of the passengers you are carrying and whether or not evacuation is the safest option.
 - 4 If students need to be evacuated from the Vehicle, they should be escorted altogether to an assembly point in a safe place. If possible, do not permit pupils to wander off or make their own way home, although the Driver/Passenger Assistant cannot detain a pupil against his/her will. If a student decides to leave the incident scene, the Driver/Passenger Assistant should attempt to obtain his/her name and pass the details as soon as possible to the Client Transport team.
 - 5 Notify your line manager and the Council as soon as is practicable and always within 1 hour.
 - 6 Obtain the names and addresses of all other Drivers involved. If any property is damaged, obtain the owner's details. Note details of damaged street furniture.

- 7 Obtain details of any witnesses and note whether independent or not.
- 8 If possible, obtain names and addresses of all injured persons.
- 9 If the police attend, obtain the officer's name, warrant number and station.
- 10 When obtaining details of Drivers, injured persons or witnesses please try and obtain telephone numbers.
- 11 Supply your own details, the Vehicle details and the insurance details to anyone who can provide appropriate evidence that they legally require them.
- 12 Draw a rough sketch plan of the incident scene.
- 13 If possible, take photographs of the scene and any damage to Vehicles.
- 14 If the Vehicle cannot be driven, arrange for recovery. In the case of serious or fatal incidents the police will take possession of the Vehicle for mechanical and forensic examination.
- 15 Having mitigated any risk, the Driver/PA 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.
- 16 If necessary to arrange alternative transport to complete the current, or subsequent, scheduled runs the Driver and Passenger Assistant will be required to ensure that the replacement is properly configured and is suitable for the task, especially in the case of special needs or elderly passengers with specific travel requirements.
- 17 Notify your company and the Council when the passengers are mobile again.
- 18 In the event of a Vehicle being delayed by more than 10 minutes, affected parents/guardians and school and centre staff should be advised of the delay.
- 19 The Driver must, where possible, complete an incident report before going off duty, showing the sequence of events and the approximate timings of calls made, etc. All RTIs, irrespective of severity, should follow this process. The incident report should be submitted to the Client Transport Team Leader at the Council within 24 hours.
- 20 If in doubt contact the Client Transport Team Leader at Bedford Borough Council.

Contacts

The Contractor is responsible for ensuring that all their staff have the necessary emergency contact information relevant to the route they are operating. Establishment contact details can be found on the individual route schedules.

Bedford Borough Council

Client Transport Team Leader		<u>Client Transport Services Teams</u>
Emergency Contact No	As indicated on the individual Service Specification	Mainstream 01234 276528 Client Transport 01234 276116

Schedule 5 ROUTE SERVICE AGREEMENT AND SERVICE SPECIFICATION

1. This Route Service Agreement is issued pursuant to the Bedford Borough Council School and Specialist Transport Open Framework.
2. By signing this Route Service Agreement, the Provider agrees to deliver the Services described within this Route Service Agreement and Service Specification in accordance with:
 - the Open Framework Agreement;
 - the Call-Off Terms and Conditions;
 - this Route Service Agreement; and
 - any associated route documentation.
3. This Route Service Agreement constitutes the legally binding contract for the route identified below.
4. The commencement and expiry dates specified within this Route Service Agreement remain subject to the duration of the Open Framework.
5. Where the Open Framework is extended, the Council may extend this Route Service Agreement in writing provided that the revised expiry date does not exceed the expiry date of the Open Framework.



BEDFORD BOROUGH COUNCIL

CLIENT TRANSPORT SERVICE SPECIFICATION

Service:	Route No:	<i>E.g. ALB2</i>
	Start Date:	<i>E.g. 1 May 2014</i>
	End Date:	<i>E.g. 31 July 2014</i>
	Termination Category:	<i>E.g. C (28 days)</i>
	Days of Operation:	<i>E.g. Mon, Tue, Fri</i>
	Frequency of Operation:	<i>i.e. Weekly, Term Time Only</i>
	Passenger Assistant:	<i>Yes / No</i>
	No. of passengers:	<i>E.g. 64</i>
Route:	Area of Operation:	<i>i.e. Address / Villages served</i>
	Destination:	<i>i.e. School / College / Centre served</i>
	Restrictions:	<i>i.e. low bridge and/or weight restrictions</i>
	Times:	<i>E.g. Full route timetable attached</i>
	Passenger Manifest:	<i>Required (Y/N) and submission frequency</i>
Vehicle:	Vehicle Size Required:	<i>E.g. 70 seat single deck</i>
	Specialist Equipment:	<i>i.e. tail lift, harnesses, netting</i>
	Additional requirements:	<i>E.g. CCTV</i>
Quotation format	Price per:	<i>i.e. Day / journey</i>
Client Information (including behavioural or physical needs and information regarding specialist equipment)	<i>Detail as necessary e.g.</i> <i>This particular client group is vulnerable and the driver / passenger assistant may experience the following:</i> • <i>Client is diagnosed with Epilepsy and prone to seizure activity</i>	

	• <i>Client is prone to aggressive behaviour</i> • <i>Client may have the tendency to be abusive both verbally and physically towards adults and other students.</i> • <i>Client may be prone to emotionally challenging behaviour</i> • <i>Client may have a tendency for vandalism</i> • <i>Client may abscond from transport at any given opportunity.</i>
Driver / Passenger Assistant Additional Requirements:	<i>Detail as necessary e.g.</i> • <i>Regular driver and passenger assistant required. Names, Bedford Borough Council ID badge number and the vehicle registration will be required at time of award.</i> • <i>Passenger Assistant must be PATS trained and hold a valid CTA badge.</i> • <i>Driver and Passenger Assistant must introduce themselves to parent/guardian and student before Service commences.</i> • <i>Driver and passenger assistant must have excellent communication and observation skills.</i> • <i>Driver and/or Passenger Assistant must have a good understanding of dealing with *epilepsy* (the above detailed client need / condition). The Driver and Passenger Assistant would be required to attend a training session upon award and prior to commencement of the Service.</i>
Council Contact(s) including out of hours:	<i>Insert the number(s) for the relevant contact(s) for the route. Must also state the relevant emergency out of hours contact number.</i>

Failure to comply with any requirements set out in this Service Specification shall constitute a breach of Contract and may result in contractual action being taken in accordance with the terms and conditions of this Contract.

Executed for the Route Identified Above

For Bedford Borough Council:

Name:

Position:

Signature:

Date:

For the Provider:

Name:

Position:

Signature:

Date:

SCHEDULE 6 Self-Billing Agreement

Bedford Borough Council SELF-BILLING AGREEMENT

This Self-Billing Agreement made as of **Insert Date (“Effective Date”)**

BETWEEN

(1) Bedford Borough Council (the “Council”)

and

(2) Insert Supplier Name (Insert Company Number) of Insert Company Address
(the “Supplier”)

(Each a “Party”, together the “Parties”)

WHEREAS:

- (A) The Council and the Supplier have entered into agreement(s) which govern the relationship between the Parties. The Council and the Supplier have entered or will enter into The Supplier has been admitted to or appointed under the Council's Home to School Transport Open Framework and may enter into one or more Call-Off Contracts from time to time.
- (B) The Council and the Supplier have agreed to use a self-billing procedure for all transactions (the “Relevant Transactions”) in respect of the Services;
- (C) The Council and the Supplier shall adhere to the conditions imposed by HM Revenue and Customs in respect of self-billing invoices, as may be amended from time to time;
- (D) The Council and the Supplier agree that this Self-Billing Agreement shall be incorporated into the terms and conditions of each of the Supplier Agreements.

Definitions:

“Agreement” means the Open Framework Agreement, any Call-Off Contract, or any other contract entered into between the Council and the Supplier for the

provision of Home to School Transport Services.

"Services" means the provision of Home to School Transport services, including transport for eligible children and young people, together with any ancillary transport services delivered under an Agreement with the Council.

"Electronic System" means ADAM eProcurement System, Access PaySuite, or any replacement platform used by the Council for service confirmation, self-billing and payment administration.

All terms defined within the Supplier Agreement shall have the same meaning when used within this Self-Billing Agreement.

It is agreed as follows:

1. The Supplier hereby agrees:

- i. to accept electronically delivered Self-Bill Invoices raised on its behalf by the Council in respect of all Relevant Transactions;
- ii. not to issue VAT invoices in respect of the Services;
- iii. where for internal compliance reasons it raises dummy invoices, the Supplier will reconcile such dummy invoices to the Self-Bill Invoice.
- iv. to ensure the Council's electronic transport management and payment system is used to submit all journey, route, passenger and service delivery information required to support payment for the Services.
- v. to ensure that route details, agreed prices, passenger attendance records (where applicable), mileage records and any other payment information required by the Council are accurate and verified prior to submission.
- vi. to raise any discrepancies between a Self-Billing Invoice received from the Council and invoicing data in its internal records within seven (7) days of receipt of such Self-Bill Invoice;
- vii. The Supplier shall ensure that all route information, service delivery records and any supporting evidence requested by the Council are complete and accurate before payment is processed.
- viii. to notify the Council immediately if the Supplier changes its VAT registration number, ceases to be VAT registered or sells or otherwise disposes of all or part of its business;
- ix. to respond to any request for confirmation of its VAT registration details within seven (7) days of receipt of the request.
- x. the Council or Access UK Limited may self-invoice the Provider for the Self-Bill Invoice weekly in arrears;
- xi. the Council shall procure that Access UK Limited shall pay those of the Self-Bill Invoice not subject to any dispute within thirty (30) days of self-invoice or cleared funds from the Council for the same, whichever is the later;

2. The Supplier agrees and acknowledges that where there is any breach whatsoever of Clause 1 above, the Council may at its sole discretion delay or not process payment of the sums due to the Supplier from such Self-Bill

Invoices that the breach pertains to.

3. The Council agrees:
 - i. wherever reasonably possible, to provide a valid Self-Billing VAT invoice to the Supplier on a regular (e.g. weekly or monthly) basis;
 - ii. to include on each invoice the Supplier's name, address and VAT registration number, invoice total and details of applicable VAT at the prevailing rate;
 - iii. to inform the Supplier of any relevant changes to the Council's VAT registration status, and enter into a new Self-Billing agreement should this be necessary;
4. The Council will not accept any liability for payment of any of the Supplier's services where the Supplier does not hold a valid transport service records, route completion records, attendance confirmations (where applicable) or such other evidence of service delivery as required by the Council, as applicable, or where the Service Receipt has not been authorised via the Electronic System's online Service Receipt system, Electronic System, or such other application as directed by the Council from time to time.
5. Where a service has not been provided in accordance with the relevant Call-Off Contract, the Council reserves the right to withhold payment, reduce payment or request reimbursement of overpayments made through the Self-Billing process.
6. For the avoidance of doubt, any payment properly due to the Supplier will be made in accordance with the terms and conditions of the Agreement between the Parties.
7. The Parties shall, without limitation to the foregoing, comply at all times with all conditions imposed by HM Revenue & Customs in respect of Self-Bill invoicing processes.
8. The Supplier acknowledges and accepts that the Self-Bill process and payments made under this Self-Billing Agreement shall be performed via the Electronic System acting as the Council's third-party, payment service provider, (Access UK Ltd (T/A Adam registered company number: 2343760) or such other body as may be appointed by the Council from time to time, and payment shall be dependent upon the Electronic System receiving cleared funds from the Council. For the avoidance of doubt, this arrangement shall not be construed as transferring to the payment service provider any debt that is owed by the Council to the Supplier, and any disputes regarding the Relevant Transactions must be managed between the Supplier and the Council directly.
9. For the avoidance of doubt, this Self-Billing process shall be co-terminous with the duration of the Supplier Agreement but shall be subject to annual review by the parties.
10. This Self-Billing Agreement shall be read in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.
11. This Self-Billing Agreement shall apply to all Call-Off Contracts awarded under the Council's School and Special Transport Open Framework unless otherwise agreed in writing by the Council.

12. Any payment properly due under a Self-Bill Invoice shall be made in accordance with the payment provisions of the relevant Call-Off Contract.

SCHEDULE 7 Driver/Passenger Assistant Code of Practice

Please see a separate document titled Document 4 – Drivers-Passenger Cope of Practice

EXECUTED AS A DEED (if required)

or

SIGNED FOR AND ON BEHALF OF THE PARTIES

Bedford Borough Council

Signed: _____

Name:

Position:

Date:

Contractor

Signed: _____

Name:

Position:

For and on behalf of:

Date:

