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**Code of Practice and Working Procedures**

**(ITU/DPS/2022)**

**This Code of Practice and Working Procedures applies to all Contractors operating Passenger Transport Services on behalf of South Gloucestershire Council. To include Home-to-School, Social Services and Adhoc Transport.**

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**A. INTRODUCTION**

A.1 This Code of Practice sets out the standards South Gloucestershire Council expects Contractors to observe over and above the statutory requirements and the requirements of the Traffic Commissioner. Compliance with the Code of Practice is a requirement of the Contract. Failure to comply can constitute a breach of Contract and may result in a Contractor being penalised or the Contract terminated.

A.2 The aim of the Code of Practice is to set a consistent standard for all services operated on behalf of South Gloucestershire Council. This ensures that passengers and the Council are satisfied with the service they receive. It also ensures that all Contractors are able to submit competitive tenders for Contracts on an equitable basis.

A.3 If a Contractor considers any aspect of the Code of Practice and Working Procedure inappropriate or impractical to adhere to, he should draw this to the attention of the Council who will inform the Contractor of any agreed derogation in writing.

A.4 The Council will update the Code of Practice and Working Procedure from time to time to keep abreast of changing expectations and other developments.

A.5 The Contractor is expected to bring the Code of Practice and Working Procedure to the attention of all employees and to ensure that all staff are aware of all relevant sections.

A.6 If there are any discrepancies between the Code of Practice and Working Procedure and the Conditions of Contract, then the Conditions of Contract shall prevail.

A.7 Compliance with the Code of Practice and Working Procedure and any costs incurred in so doing are the responsibility of the Contractors. The Council will support Contractors acting in accordance with the Code of Practice and Working Procedure and in some cases may give practical or financial assistance, provided that this is specifically agreed in advance.

A.8 Contractors have a duty to meet all statutory requirements associated with operating vehicles and running a business and shall aim to provide the highest possible standard of service.

A.9 Any failure to meet any part of the Conditions of Contract or Code of Practice and Working Procedure will result in the Council taking appropriate action, ranging from penalties through to being removed from one or more Contracts as detailed in the documents.

**B. CONTRACTOR**

B.1 The Contractor must notify the Council immediately (and confirm in writing within 24 hours) 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.

B.2 The Contractor shall ensure and provide documentary evidence that he, his

 employees, and vehicles are licensed and insured in accordance with all legal

 requirements in respect of the Services to be undertaken and that all vehicles used

 for the purpose of this Contract are maintained and operated in a clean, safe and

 roadworthy condition.

 B.3 The Contractor shall ensure that all relevant records are retained as proof of

 compliance with all legislation and are available for inspection by the Council where

 these are not specifically requested, including records relating to drivers’ hours,

 training and vehicle maintenance.

 B.4 The Contractor shall immediately inform the Council of any summons on the

 Contractor or his employees to appear in a Court or before the Traffic

 Commissioners in contravention of current legislation and shall indemnify the Council

 against any losses, claims, liabilities, costs, expenses, proceedings or otherwise as a

 result of any non-compliance with the same. In such circumstances, the Council shall

 have the right to suspend any part or the whole of the Contract. If the Council shall

 suspend this contract (in whole or in part) it may be so suspended for such period or

 periods that the Council may consider necessary.

 B.5 The Contractor shall ensure that matters concerning the Contract can be discussed

 by the Council at any time during normal operational hours and have available a

 facility for e-mail communication.

 B.6 The Contractor is not and shall in no circumstances hold himself out as being, the

 servant or agent of the Council, otherwise than in circumstances expressly permitted

 by the Contract.

 B.7 The Contractor shall not conduct their business in a manner which might lead to

 loss of public confidence in the service which they provide or bring the Council into

 disrepute.

 B.8 The Contractor shall advise the Council immediately of any change to Client

 passenger details where these differ from the Schedule provided by the Council.

 B.9 If a situation arises where a passenger client fails to show at the designated pick-up

 location, the contractor must inform the SGC Client Transport Team of this on the

 same working day.

 **C. SERVICE PROVISION**

C.1 The Contractor shall only carry such passengers as advised by the Council on the Schedule provided by the Council at the commencement of the Contract and as amended by the Council from time to time. The carriage of unscheduled or unauthorised passengers is not permitted. The days and timings of operation shall be given in the schedule. The Contractor shall not alter or merge any route without the prior written consent of the Council.

C.2 Passengers shall only be carried in accordance with the Schedule. Timing, collection, and destination points cannot be changed by the contractor and/or its staff. Additional journeys and/or alternative collection or destination points must be agreed in advance with the Council.

C.3 It may be necessary for Contractors to convey passenger assistants (PA) on certain

 routes as specified on the Route Schedules. The Council will determine the necessity for PA’s.

C.4 Operation of some services may involve specific conditions and requirements, these are detailed in the Schedules of the services concerned.

C.5 The Council shall be the sole hirer of any vehicle during the time that it is used to carry out the Services under the Contract

C.6 Call-off contract may be terminated by either party giving 4 weeks’ notice, or a mutually agreed time frame in writing.

C.7 The Contract may be Placed on hold or suspended without prior notice. If the service is not required due to an emergency, illness, exclusion, establishment closure etc (See section K: Payment)

C.8 When operating Swimming Contracts, an additional financial liability shall be imposed on the Contractor for late or non-arrival to cover the cost of hiring the swimming pool.

 C.9 The Contractor and his employees shall (at the contractor’s expense) give all

 reasonable assistance to the Council in the investigation of complaints,

 contract monitoring disciplinary matters and similar matters.

**D.RELIABILITY OF SERVICE**

D.1 Running a service earlier than the scheduled times shall be avoided at all times.

D.2 Any late running of the scheduled times due to, a vehicle breakdown, accident, emergency or for any other reason shall be reported immediately to the Council.

 D.3 Mainstream Secondary Schools and College services

 Drivers and passenger assistants where applicable are to adhere to the collection and disembarkation points on the schedule. Passengers issued with bus passes may embark the service at any allocated stop enroute (in bound journeys (AM)) but must not disembark until reaching the establishment destination. Passengers wishing to disembark at stops other than their allocated stop (out bound journey (PM)) should be discouraged from doing so.

D.4 Mainstream Primary, Secondary Schools and Colleges door to door services

 Drivers and passenger assistants where applicable are to adhere to the collection and disembarkation points on the schedule. Passengers are not permitted to embark or disembark other than that shown on the schedule or without prior consent from the Council.

D.5 SEND, Children’s Social Service Primary, Secondary and Colleges door to door

 Services

Drivers and passenger assistants where applicable are to adhere to the collection and disembarkation points on the schedule. Passengers are not permitted to embark or disembark other than that shown on the schedule or without prior consent from the Council. Drivers and passenger assistants are to ensure all passengers have entered the destination premisses and/or have been met/greeted by an appropriate person.

D.6 If it proves impossible to maintain the scheduled route and timetable, the Council must be notified immediately.

D.7 The Contractor shall ensure that, during the hours of operation of the Contract, a member of staff shall be available and contactable at the operational base to make arrangements to restore the service in the event that it becomes disrupted. It is the responsibility of the contractor to provide alternative arrangements for disrupted services at its expense. The contractor will be required to provide emergency contact details for services operating outside normal office hours.

D.8 The contractor shall make every reasonable effort to provide the same driver and passenger assistant where applicable for the same routes and passengers on a regular basis.

D.9 The Council from time to time will conduct random quality control inspections. The contractor and its staff shall assist in the execution of any inspection and will not avoid, hinder or mislead the Council representative in anyway.

**E. BREAKDOWNS AND EMERGENCIES**

E.1 Contractors must have contingency plans for dealing with vehicle failures, staff unavailability and similar emergencies. Contractors shall be required to describe such plans to the satisfaction of the Council before award of a Contract and must notify any alteration to these arrangements made during operation of the Contract.

E.2 The Contractor may arrange short term cover for the Contract with an alternative approved Contractor in cases of emergency but must obtain the prior written agreement of the Council as to the suitability of the arrangements. In any instance of emergency cover it remains the responsibility of the Contractor to ensure that the Services are provided in accordance with all terms and Conditions of Contract paying specific attention to the authorisation of staff and vehicles.

E.3 Where the Contractor fails to provide the Services the Council may arrange cover

 and any cost so incurred, including an administration fee, will be deducted from any payment due to the Contractor.

E.4 In the event of a vehicle breakdown or similar emergency:

1. passengers already on the vehicle shall be told promptly what has happened and what arrangements are being made;
2. a back-up service shall be provided, or other arrangements made, to cover the rest of the journey and subsequent journeys until normal service is restored. This will be provided at the Contractor’s expense;
3. where pupils are likely to be delayed on their journey to or from school, the Contractor shall inform the Council as soon as possible.

E.5 In the event of a vehicle being involved in a road traffic accident:

1. where pupils are being conveyed on their journey to or from school, the Contractor shall inform the Council as soon as possible, this shall apply irrespective of the severity of any accident.
2. the Council shall be informed at the earliest opportunity during working hours or by 08.00am on the following working day if the incident occurs after normal hours. A written report of the incident must be submitted within 24 hours.

E.6 In the event of a fire or other hazard

 (i) the vehicle shall be evacuated in a calm orderly manner and the passengers

 taken to a safe distance from the vehicle.

 (ii) Staff shall ensure that they have received adequate training and are

 competent in the use of any safety equipment and emergency exits, including

 how to safely evacuate a vehicle in an emergency.

 E.7 Drivers shall ensure they have been supplied with the telephone numbers of

 the people they Should contact immediately in an emergency. These telephone numbers shall be Accessible at all times Contact numbers shall include the Contractors operating base and the Council.

 E.8 In the event of a medical emergency on the contract, call 999 and wait for the

 emergency services. The Council should be informed as soon as possible. A full

 written report shall be submitted to the Council on the same working day where

 possible.

 E.9 Contractors Shall be required to assist the Council in implementing special or

 emergency arrangements in the event of an emergency establishment

 closure.

 E.10  Where the Contractor fails to provide the Services the Council may arrange cover

 and any cost so incurred, including an administration fee, will be deducted from any

 payment due to the Contractor. Failing to provide a service may be deemed as a

 breach of contract and may incur penalties (see penalties L), Whole or partial loss of

 contract and or required to attend contract reviews with the Council.

**F. VEHICLES**

 F.1 All vehicles used in the provision of a service shall be suitably taxed, insured,

licensed and maintained, of a size appropriate to the physical characteristics of the

route and to meet the Service Specification and authorised by the Council (see

authorisation process). One seat or suitable wheelchair space per passenger should

be available, standing passengers are not permitted. Vehicles of eight passengers

seats or less will not be accepted on a PSV/PCV operating licence under this

contract. Vehicles shall be available for inspection on request of the Council and at

the expense of the contractor. Authorisation of any vehicle is at the discretion of the

Council, the Council will not be held liable for any loss or incurred cost due to a

vehicle being refused authorisation, to serve this contract.

F.2 Drivers have a duty of care not to drive a vehicle that they consider to be unroadworthy or in contravention of any legislation relating to PSV/PCV, Private Hire

 or Hackney Carriage regulations. Vehicles are to be maintained to the highest possible standard and in a clean and hygienic condition at all times.

F.3 The Contractor, his employees and vehicles shall comply with all relevant British or

 European requirements where such exist and all relevant requirements of any Act of

 Parliament, statutory instrument, order, regulation, byelaws or other enactment in

 force during the period of the Contract.

F.4 4 – 8 Seat Passenger vehicles, the contractor shall at its own cost hold and keep in

 force either:

1. a Hackney Carriage Licence issued in accordance with section 37of the Town police Clauses Act 1847 or section 47 of the local Government (Miscellaneous Provisions) Act 1976
2. a Private Hire Service Provider’s Licence issued in accordance with section 48 of the Local Government (Miscellaneous Provisions) Act 1976, as appropriate in the circumstances.
3. a Section 19 permit under the Transportation Act 1985

F.5 The contractor shall ensure that the official licence is displayed where

 applicable and in accordance with PCO/local council requirements. The

 contractor shall; if they are operating a Vehicle under the provisions of a

 Section 19 permit (under the Transportation Act 1985), display the permit

 clearly in the Vehicle. The contractor should be aware that the provision of a

 Section 19 permit does not exempt the Supplier from compliance with these

 terms and conditions of contract, Code of practice and working procedures.

F.6 9 or more passenger seat vehicles, the Supplier shall at its own cost hold and

 keep in force either:

1. a Public Service Vehicle (PSV) operator’s licence of the relevant

 classification, as required by Section 12 of the Public Passenger

 Vehicles Act 1981.

1. a Community Bus Permit issued under Sections 19 and/or 22 of the

Transport Act 1985.

 F.7 The contractor shall be aware, that a Contract may be suspended and/or

 terminated at the Councils discretion, in the event that the contractor does

 not:

1. hold the correct licence relevant to the Service provided.
2. if any such licence or permit previously granted has been revoked or

suspended for any reason.

1. has had conditions attached to it which prohibit or limit the operation of any Service

 F.8 Special consideration will be given to contractors wishing to operate

 Services with vehicles registered as Ambulances. Under this contract specific

 limitations will be imposed if the contractor is granted permission to operate a

 service with an Ambulance. The contractor and vehicle must comply with the

 conditions set at the time of authorisation by the Council

 F.9 All vehicles are to be kept in a clean, hygienic smoke free and Roadworthy

 condition at all times. The Council will not be held liable for any damage or

 soiling to vehicles during the execution of the contract.

 F.10 Vehicles with up to 16 passenger seats shall be fitted with inertia reel three point

 retractable seat belts on all passenger seats. Where seat belt anchorages are

 incorporated in the seat, the seat mounting shall be designed to be capable of

 transferring these loadings into the structure of the vehicle. The seat belt installation

 shall have undergone an installation inspection (Certificate of initial fitness, individual

 vehicle approval, or type approval) The number of seats should not exceed those

 specified on the certificate of initial fitness (PSV 418) or carrying capacity

 authorisation (PSV455)

 F.11 The Contractor will be required to comply with national regulations on the fitting of

 seat belts in Public Service Vehicles. Where fitted, all seat belt installations shall have

 undergone an installation inspection (Certification of initial fitness, individual vehicle

 approval or type approval) and the number of seats permitted should be displayed.

 All seat belts and anchorage points must meet EC defined standards (ECE regulation

 14 or Community Directive 76/115). The number of seats should not exceed those

 specified on the certificate of initial fitness (PSV 418) or carrying capacity

 authorisation (PSV445).

 F.12 Private Hire and Hackney Carriage vehicles older than ten years will require special

 authorisation from the Council and may be subject to periodic inspections by the

 Council in addition to the licencing authority’s inspection. And may incur fees at the

 current rate of its testing facilities at the time of inspection.

 F.13 O’ Licenced vehicles older than fifteen years will require special authorisation from

 the Council and may be subject to periodic inspections by the Council in addition to

 the annual PSV M.O.T inspection. And may incur fees at the current rate of its

 testing facilities at the time of inspection. In addition an inspection of the vehicles

 cosmetic appearance will be undertaken. The vehicles appearance, roadworthiness

 and suitability to the service being undertaken will be considered during the

 authorisation process. Authorisation of any vehicle subject to these conditions will be

 at the Councils discretion.

 F.14 Ambulances where special authorisation has been granted by the Council older than

 ten years may be subject to periodic inspections by the Council in addition to the

 vehicles annual M.O.T and service inspections. And may incur fees at the

 current rate of its testing facilities at the time of inspection.

**G. CUSTOMER CONTACT**

 G.1 All staff engaged in the delivery of services in this contract (to include

 drivers, passenger assistants and office staff) must be knowledgeable and

 understand their responsibilities of duty of care, safeguarding and data protection

 (GDPR). Drivers and passenger assistants must be authorised by the Council (see

 Authorisation process.).

 G.2 Any Service users, their parent/carer or third-party representative contacting the

 contractor directly to raise concerns, complaints, compliments, or general enquiries

 regarding the service should be directed to the Council.

 G.3 All staff engaged in the delivery of services in this contract (to include drivers,

 passenger assistants and office staff where applicable) **must**:

1. Act professionally and dress appropriately to include PPE where required
2. Maintain a professional courteous detached relationship with passengers their parent/carer or third-party representative.
3. Assist passengers to embark and disembark where required
4. Regard any information concerning passengers their parent/carer or third-party representative as confidential
5. Report any concerns regarding the safeguarding of passengers to the Council
6. Be competent and trained in the use of any equipment required in the transportation of the scheduled passenger/s
7. Carry means of photographic identification, drivers must always carry a driving licence whilst serving the contract
8. Report any absences or no shows, wait for five minutes after the scheduled time at the collection point before departing on AM (inbound) journeys. Wait for ten minutes after the scheduled time at the collection point before departing on PM (return) journeys.

G.4 All staff engaged in the delivery of services in this contract (to include drivers,

 passenger assistants and office staff where applicable) must: **not**

1. Solicit passengers, their parent/carer or third party representative for commercial gain, gratitude’s or gifts.
2. The giving of gifts, gratuities or charitable donations to passengers, parent/carer or third party representative is not permitted.
3. Share information concerning passengers their parent/carer or third-party representative to anyone other than the council and authorised establishment staff
4. Use social media to communicate or befriend passengers their parent/carer or third-party representative
5. Act unprofessionally, dress inappropriately or use inappropriate language at any time during the service provision
6. Smoke tabaco products or E cigarettes at any time during the service provision on or near the establishment being served or at the passenger/s address and or collection point.
7. Be unfit to carry out the service due to the consumption of alcohol, prescription or non-prescription drugs.
8. Modify or negotiate alternative destination, collection points and times stated on the schedule with passengers their parent/carer or third-party representative.
9. Knowingly use a vehicle in an unroadworthy condition or unsuitable to the requirements of the schedule
10. Family members are not permitted to work together on the same route/journey or at the same establishment being served by the contractor under this contract.

 G.5 Cases of bad behaviour should be reported to the Council. Passengers are not

 permitted to eat or drink whilst traveling.

 G. 6 Contractors must report any concerns raised regarding the safeguarding of its

 passengers and or staff to the Council. To include exploitation, physical/mental abuse

 neglect and cuckooing.

**H. EMBARKING AND DISEMBARKING PASSENGERS**

 H.1 Contractors shall use existing bus stops whenever possible. Passengers shall be

 picked-up and set down only in suitable and safe places, in accordance with those

 shown on the schedule, no variations shall be made without prior agreement with the

 Council. Undertake the destination establishments directions, policies, and practises

 for embarking and disembarking passengers. Destination and route numbers shall

 be clearly displayed on vehicles of 16 passenger seats or more and or at the request

 of the establishment being served.

H.2 Bus passes will be issued by the Council for some passengers (normally

 passengers travelling on vehicles of 16 or more seats) These passes will

 show the pupil’s name route number period of validity and establishment

 being served.

 H.3 The cards shall be accepted for travel on appropriate contracted journeys at times

 appropriate to travel to and from the nominated school or college unless endorsed to

 the contrary. All such cards shall be examined on each occasion that the holder

 boards the vehicle.

 H.4 Passengers failing to show a valid bus pass will be permitted to travel on the

 first occasion including the return journey. Drivers are required to take the

 name of the passenger and remind them of the requirement to show their bus

 pass and report the details to the Council on completion of the journey. The

 Council will assess the validity of the passenger and issue any replacement

 passes as required. Passenger failing to show a valid bus pass on a second

 occasion will be allowed to travel to the establishment/destination but will not

 be permitted to travel on the return journey or any journey thereafter without

 the authorisation of the Council.

H.5 Passengers traveling on door-to-door services will embark from the pavement

 and on the same side of the road as the dwelling address where possible.

 Drivers and passenger assistants are to assist passengers to embark and

 disembark the vehicle where required. Drivers and passenger assistants are

 not permitted to enter the passenger’s premises. It is the responsibility of the

 parent/carer to assist the passenger to the vehicle where required.

H.6 Drivers and passenger assistants should adhere to the following safety

 requirements

1. Ensuring that doors are kept closed until the vehicle is completely stationary.
2. Not allowing passengers to open or close doors, except in an emergency.
3. Where passenger assistants are provided, they should get off first to ensure passengers are kept clear of the vehicle and that passengers do not re-enter to retrieve property left on the vehicle.
4. Supervising, and assisting passengers to board and alight, especially when using rear doors.
5. Parking vehicles with side doors, alongside the pavement facing and ensuring that only the door on the pavement side is used unless a passenger requires use of a tail-lift.
6. Parking vehicles using a rear tail lift, in a position facing downhill if on a slope.
7. Discouraging passengers from crossing in front of or immediately behind the vehicle.
8. Closing doors before moving off and ensuring nothing is caught in the door.
9. Ensuring that all passengers are seated before the vehicle sets off.
10. Ensuring that any seat belts, harnesses, booster seats, car seats and wheelchair restraints (including passenger restraints) are correctly used and fastened prior to departure.
11. Ensuring that all luggage is correctly stowed and secured, and that gangways, doors and emergency exits are kept clear of obstruction.
12. Vehicles are suitably heated and or ventilated
13. Use hazard warning lights when embarking/disembarking
14. Drivers of Private Hire Vehicles that have an exemption to display the vehicles plate(licence) must make themselves known to the passenger, parent/carer or third-party representative on arrival and must provide photographic ID and the vehicles plates(licence) on request.
15. Passengers are not to be left unattended in the vehicle. Lone drivers may exit the vehicle if required to attract the attention of passengers, parent/carers or third-party representative but must;
16. Turn the vehicles ignition off and engage the vehicles parking brake
17. Be within easy reach of the vehicle e.g., stand by the driver’s door and raise a hand
18. If the driver suspects that any passenger on board will exit the vehicle or tamper with the vehicle and or its controls they must not leave the vehicle.

H.7 Passengers being conveyed in wheelchairs will require additional assistance

 and vehicle equipment suitable to the task. A minimum 120kg 4-point

 restraint system is required to secure wheelchairs in the vehicle with a 3-point

 passenger restraint. All restraint systems are to be maintained and inspected

 on a regular basis at the contractor’s expense. Restraints of this specification

 are regarded as standard equipment and will not be funded or supplied by the

 Council.

Some wheelchairs will require additional or heavier restraints The Council will advise contractors of the restraint system required on the schedule. It is ultimately the driver’s responsibility to ensure the correct application of the

restraints and so should be fully trained in their application, supported by the use of good manual handling techniques and fully trained in the use of the vehicle lift/ramp. Transportation of unauthorised (not shown on the schedule) wheelchairs is forbidden.

H.8 The following Guidance should be followed when embarking/disembarking a

 wheelchair passenger using a Tail lift.

1. Ensure service user is correctly secured in, including securing integral wheelchair belt. Check the general condition of the wheelchair is suitable for transportation e.g., the frame is not damaged or broken and the braking system is in working order.
2. Ensure the tail lift has a sufficient SWL is in good order and current LOER certification
3. Manoeuvre the passenger in a forward-facing direction onto the tail lift. Apply wheelchair brakes and or disengage drive system. The passenger is not permitted to propel themselves onto the tail lift
4. Raise the tail lift in accordance with the manufacturer’s recommendations

1. Where appropriate & safe to do so, the passenger assistant or driver to travel on the tail lift with wheelchair and reassure client if applicable.
2. Manoeuvre the wheelchair into the vehicle manually. The passenger is not permitted to propel themselves into the vehicle.
3. Restrain the wheelchair in accordance with the manufacturer’s recommendations

H.9 The following Guidance should be followed when embarking/disembarking a

 wheelchair passenger using a ramp

1. Ensure service user is correctly secured in wheelchair, including securing r wheelchair belt. Check the general condition of the wheelchair is suitable for transportation e.g., the frame is not damaged or broken and the braking system is in working order.
2. Ensure the ramp has a sufficient SWL, length and width and is correctly positioned and secured to the vehicle
3. Manoeuvre the passenger in a forward-facing direction into the vehicle The passenger is not permitted to propel themselves into the vehicle via the ramps. (Where possible it is advisable to use a power winch to assist in this manoeuvre to minimise the risk of back injuries or strains.
4. Restrain the wheelchair in accordance with the manufacture’s recommendations

H.10 Drivers and passenger assistants transporting passengers with additional

 needs will be required to take extra precautionary steps in regard to their

 duty of care and safeguarding responsibilities. The Council will assist where

 possible in any specialist training requirements. Drivers and passenger

 assistants working in these areas may require extra support in

 carrying out their duties. The contractor should facilitate additional support

 as and when required

H.11 All children under 135cm in height and under 12 years of age are required to use an

 appropriate child restraint when travelling. The Council will issue a 3-stage car seat

 on commencement of contract. Contractors shall be responsible for the

 maintenance and security of the car seats. Car seats shall be available for every

 scheduled journey and returned to the council at the end of contract or as and when

 requested.

H.12 Passengers under ten years of age are not permitted to travel in the front seat of

 vehicles

H.13 Equipment supplied by the Council will be returned at the conclusion or

 termination of the contract in good working order. Lost, stolen, broken or

 poorly maintained equipment may incur charges for its replacement or repair.

**I. MONITORING AND QUALITY CONTROL**

 I.1 Contractors and its staff shall actively engage in the highest possible

 standards of service delivery at all times during the execution of the contract.

 Report and record failings, performance issues and concerns in a timely

 manner.

 I.2 Attend periodic contract reviews with representatives from the Council. Making

 available documentation relevant to the contract on request from the Council,

 such as vehicle service schedules, insurance, M.O.T certificates etc.

 I.3 The Council from time to time will carry out random quality control inspections

 of vehicles and staff authenticity and compliance at establishments, the

 contractor’s premises, Council facilities or passenger’s collection points.

 The Council representative must not be misled or hindered in the execution

 of any inspection. Failure to comply with any inspection may result in vehicle

 or staff authorisation being revoked.

 I.4 Contractors and its staff on request from the Council are to fully participate in

 any investigation of complaints, concerns, or performance issues. Written

 statements, reports and or formal face to face interviews may be required.

 I.5 Contractors and its staff failing to meet the standards of this contract, code of

 practice and working procedures may result in the loss or removal of

 contract/s without notice

**J. STAFF AND VEHICLE AUTHORISATION**

 J.1 Any member of staff authorised to deliver services under this contract

 must abide by these conditions of contract, code of practice and

 working procedures. It is at the Councils’ discretion to deem if a person is

 suitable or not to service this contract. The Council shall in no circumstances

 be liable either to the Contractor or the employee in respect of any liability,

 loss or damage occasioned by such refusal, suspension or removal and the

 Contractor shall fully indemnify the Council against any claim made by such

 employees. The Council shall not be obliged to divulge any information

 relating to any person affected by this clause. The use of unauthorized staff

 and vehicles is not permitted and may result in loss or withdraw of contracts

 and be subject to the penalty clauses of this contract.

 J.2 All front-line passenger facing staff are required to have an enhanced

 **Disclosure & Barring Service** check. To include the children’s and adults

barred list. and must be approved by the Council, **prior** to being employed on

 any service under this contract with the Council

 J.3 The Contractor must ensure any applicant deemed unsuitable by the Council

 is not used. 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 staff member, the Contractor must

 consult with the Council immediately.

 J.4 The Council will accept a DBS certificate issued by another authority or

 Organisation at its discretion if the certificate complies with J.2 and is less

 than three months from the date of issue. All pages of the certificate must be

 presented to the Council without exception

 J.5 The Council will accept a DBS certificate issued by another authority or

 organisation at its discretion if the certificate complies with J.2 and is more

 than three months from the date of issue. If the applicant is subscribed to

 the DBS update service, gives written permission to the Council to make

 enquiries with the DBS update service and contains no new content. Any new

 content at the time of enquiry will result in a refusal of authorisation and a new

 check will be required for further consideration.

 J.6 DBS checks will be renewable every three years form the original issue date

 or earlier on the request of the Council. Unless the holder is subscribed to

 the DBS update service and gives the Council written permission to make

 enquiries with the update service. Any update service enquiries will be on a

 random or as and when required basis. Any new content at the time of

 enquiry will result in a refusal or withdraw of authorisation and a new check

 will be required for further consideration.

 J.7 PSV drivers will be required to submit their driving licence, DQC card and a

 document such as a utility bill or bank statement containing their home

 address.

 J.8 PH/HC drivers will be required to submit their driving licence, PH/HC licence

 and a document such as a utility bill or bank statement containing their home

 address and passport or other documentation as requested by the Council.

 J.9 Community Transport drivers will be required to submit their driving licence,

 and a document such as a utility bill or bank statement containing their home

 address and passport or other documentation as requested by the Council.

 J.10 Passenger assistants will be required to submit their driving licence

 (if applicable) and a document such as a utility bill or bank statement

 containing their home address and passport or other documentation as

 requested by the Council.

 **Note**: J.7 – J.10 are in addition to the submission of the DBS certificate that meets

 the requirements of J.1 – J.6 where applicable. The council will hold the details of

 any authorised staff member on a Council database in line with GDPR regulations.

 Any authorised staff member may request for their details to be removed from the

 database at any time. Removal from the database will result in the authorisation

 being revoked. Personal information held on the database may be shared with

 internal departments and emergency services where applicable.

J.11 PSV vehicles (9+ passenger seats) The vehicles V5 document, MOT

 certificate, insurance certificate and the operating licence will be submitted. It

 will be at the Councils discretion to authorise its use on any associated

 service to this contract. Vehicles over fifteen years will be required to present

 a robust preventative maintenance schedule, be inspected by a Council

 representative and at the discretion of the Council be presented for a full

 mechanical inspection to the standard of a PSV MOT at the expense of the

 contractor.

J.12 PH/HC vehicles (8 seats or less) The vehicles V5 document, MOT

 certificate, insurance certificate and the vehicles PH/HC licence will be

 submitted. It will be at the Councils discretion to authorise its use on any

 associated service to this contract. Vehicles over ten years will be required to

 present robust preventative maintenance schedule, be inspected by a

 Council representative and at the discretion of the Council be presented for a

 full mechanical inspection to the standard of an MOT and licence inspection

 at the expense of the contractor.

J.13 Ambulances (8 seats or less) The vehicles V5 document, MOT

 certificate, and insurance certificate will be submitted. It will be at the Councils

 discretion to authorise its use on any associated service to this contract

 ambulances will not be permitted to carry more than eight passengers, be

 wheelchair accessible and comply with section F.8 of this document. Vehicles

 over ten years will be required to present a robust preventative maintenance

 schedule, be inspected by a Council representative and at the discretion of

 the Council be presented for a full mechanical inspection to the standard of an

 MOT at the expense of the contractor.

J.14 Contractors must inform the Council of any vehicle being used to service any

 associated service to this contract that is not directly owned hired or leased

 by the contractor and is being operated under its instruction by an owner

 driver. Under this contract the contractor will be held responsible for any

 failings of compliance to this contract by owner drivers and their vehicles.

 **K. PAYMENT**

 K.1 All Invoices presented to the Council for payment shall include the Purchase

 order number, route reference, number of trips and days operated. Payments

 for contracted services will be made at monthly intervals and subject to any

 deductions to be made in respect of sub-standard operation. Payment of

 invoices will be made between 21 & 30 days from date of invoice.

 Payment will only be made on the submission to the Council of an invoice.

1. No payment shall be made by the Council when a journey is not required, on hold or suspended. This may be due to the establishment being unavoidably closed (e.g. on account of bad weather, heating failure or damage to buildings on a day when otherwise passengers would have attended), or due to exclusion, illness or other personal circumstances.
2. 50% of the daily cost can be claimed if notice of cancellation was not given by 18.00 hours on the previous working day for AM journeys.
3. 50% of the daily cost can be claimed if notice of cancellation was not given by 10.00 hours on the same working day for PM journeys
4. 100% of the daily cost can be claimed for vehicles of 16 or more passenger seats if notification was not given by 18.00 hours the previous day
5. Full or partial daily payments may be made by the council at its discretion in exceptional circumstances.

 **L. PENALTIES**

**PENALTIES FOR NON-COMPLIANCE**

L.1 The Council does not pay for journeys which fail to operate according to the Service Specification or Code of Practice and Working Procedures unless the reason for such failure is clearly and demonstrably outside the control of the Contractor and could not reasonably have been foreseen by him and it is promptly drawn to the attention of the Council.

L.2 Where non-operation of a journey results in additional costs to the Council, in arranging alternative transport for pupils or other users, all reasonable costs so incurred shall be deducted from the contract payment. This may include a one-off administration fee.

L.3 Consistent failure of the standards expected may result in the partial or whole

 withdraw of contract and removal from the DPS.

L.4 The Council expects all journeys to operate in accordance with the Code of Practice and Working Procedures. The council will monitor services to ensure compliance. A system of penalties will be applied to a Contractor where it is substantiated that there has been a failure to meet the standards expected. The scale of penalties is set below.

L.5 Penalties Table (A:1 - E:6)

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| **Penalty A: 15% of journey cost for the following**  |
| **A:1** | Operating 10 -14 minutes later than the scheduled time (first collection point) |
| **A:2** | Failure to examine bus passes (16+ seat vehicles) |
| **A:3** | Failure to display no smoking signs |
| **A:4** | Failure to assist passengers embarking/disembarking |

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| **Penalty B: 20% of Journey cost for the following** |
| **B:1** | Operating 15 -20 minutes later than the scheduled time (first collection point) |
| **B:2** | Failure to inform the Council of late or delayed operation of journeys |
| **B:3** | Failure to provide photographic staff ID |
| **B:4** | Failure to display vehicle licence |

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| **Penalty C: 30% of Journey cost for the following** |
| **C:1** | Operating 20 - 29 minutes later than the scheduled time (first collection point) |
| **C:2** | Poor vehicle hygiene (internal & external) |
| **C:3** | Failure to display route and destination signage (16+ seat vehicles) |
| **C:4** | Use of poorly maintained equipment as stated on the route schedule |

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| **Penalty D: 50% of Journey cost for the following** |
| **D:1** | Member of Contractor staff smoking (to include E Cigarettes) in the vehicle, on or around council premises, schools, day centres or any establishment serviced by the contract |
| **D:2** | Poor performance, which in the opinion of the Council, is inappropriate, unprofessional or liable to bring the Council into disrepute. |
| **D:3** | Use of an inappropriate, unsuitable or unauthorised vehicle |
| **D:4** | Failure to use appropriate safety equipment as identified by the schedule |
| **D:5**  | Failure to allow vehicle or staff authentication or inspection |
| **D:6** | Failure to notify the council of emergency situations and vehicle accidents |

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| **Penalty E: 100% of Journey cost for the following** |
| **E:1** | Operating 30 minutes or more later than the scheduled time (first collection point) |
| **E:2** | Failure to operate a journey partially or wholly  |
| **E:3** | The use of unauthorised staff (Drivers/PA’s) |
| **E:4**  | The carriage of unauthorised passengers and or wheelchairs |
| **E:5** | The carriage of passengers in an unroadworthy vehicle or unsafe manner  |
| **E:6** | Failure to meet the Terms and Conditions, Code of Practice and Working Procedures of this contract (DPS)  |