

# **General Service Requirements/Specification**

**for**

## **Hired Passenger Transport Dynamic Purchasing System (DPS)**

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**Author:** The London Boroughs of Hounslow

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This DPS agreement is for a period of 4 years (with the option of plus two / plus two additional years, up to four additional years in total at the discretion of the Council) commissioned by the London Borough of Hounslow (hereinafter referred to as 'the Authority') for the provision of Hired Passenger Transport and ad hoc transport services for vulnerable children and adults, young people and for other service areas that may wish to make use passenger transport.

The services will be provided to meet the needs of:

- Vulnerable children and young people with Special Educational Needs (SEN) who are assessed as requiring travel assistance to and from schools, colleges or other destinations;
- Vulnerable adults who are assessed as requiring travel assistance to and from Day Centres and or other establishments;
- Families and service users, who may have specific medical or physical needs and require assisted travel;
- The Authority's staff or other authorised individuals and groups travelling in the course of their duties;
- Non-SEN and Social Care service users to schools and other destinations;
- Service users requiring secure transport to and from court and secure facilities and establishments.

The Authority's other transport requirements including, but not limited to, the delivery of goods to various locations.

The aim is to improve the lives of vulnerable children, young people and adults, including those with additional needs, and their carers, by providing a safe, secure, sensitive and

reliable transport service for users. The needs of the child or adult are a key factor in the provision of the service to ensure that service users receive personalised and quality assured transport services that respond flexibly to their needs.

The Authority requires a number of Suppliers that will deliver the service using a range of vehicles including: cars, people-carriers, wheelchair-accessible vehicles, coaches and car derived vans.

Some service users require Passenger Assistants during transportation to provide additional support and administer medication, where required. The Authority will provide trained staff and require the Suppliers to provide suitable trained Passenger Assistants to meet additional requirements.

The Authority has a requirement for:

- Driver and Vehicle Only
- Driver and Vehicle with the Authority Passenger Assistant
- Driver, Vehicle and Passenger Assistant provided by the Suppliers
- Driver and vehicle with a service user family member

If the route requires a passenger assistant this will be indicated on the route schedule.

Suppliers will have to comply with current and future legislation (as amended) including the principles inherent in the Children Act 1989, Children Act 2004 and the Children, Schools and Families Act 2010, including associated regulations and guidance notably the Every Child Matters Outcomes, and National Institute for Clinical Excellence (NICE) guidance.

The specification, detailed below, relates to the transportation of service users from home or pick up point to school, college, nurseries and other destinations, transportation of vulnerable children and adults from home/pick up points to various establishments, short breaks and transportation of goods as required by the Authority.

Most schools and day centres are situated within the London Borough of Hounslow, but there are a number that are out of Borough.

# 1. General Statement of Service Requirements from Economic Operators

The Supplier is required to provide a safe, secure, sensitive, suitable, cost effective and reliable transport service to meet the needs of service users of differing ages, disabilities, ethnicities, and religious beliefs and in accordance with the relevant equalities legislation.

The key requirements of the service are:

**Safe** - The Health, Safety and Welfare of all service users is of paramount importance. Attention to Health and Safety legislation must be evident in every aspect of the service including: recruitment, employment history, reference and police checks, training, operational processes, vehicle procurement and maintenance.

**Secure** - The security of service users, any luggage and equipment, will be the responsibility of the Supplier when providing this service.

**Sensitive** - The Supplier must maintain a high level of customer service and must understand the needs of the service users and treat them with dignity and respect ensuring a consistent provision of staff on each route.

**Suitable** - Staff involved in the delivery of the service must be suitably trained and be aware of the diverse needs and requirements of the service users. Vehicles and equipment used to provide the service must be suitable for the task identified, at all times to be fully roadworthy and compliant with all legal requirements, at an appropriate cost

**Reliable** - The supplier must ensure that vehicles arrive at the right location and on time.

## 1.1 Scheduled Journeys

The Supplier is required to undertake scheduled journeys on a daily (morning and afternoon), weekends, daily, weekly, termly or other basis, as required by the Authority. These journeys will normally involve a single trip (from pick-up to destination(s)) for one or more service users.

## 1.2 Availability of Service

The Supplier is required to meet the Authority's requirements to deliver a high level of availability. The majority of the requirements fall between the hours of 0700hrs to 1800hrs, Monday to Friday, inclusive of Bank Holidays where required.

However, the Authority will have some requirements outside these times, in the evenings and at weekends and occasionally during the school holidays, which will be agreed with the Supplier as required.

## 1.3 Service Users

The Authority is responsible for a large number of vulnerable children and adults who may have a wide range of Special Needs which may include learning disabilities, behavioural

extreme and sensory difficulties, autistic spectrum disorders, dementia, epilepsy, physical disabilities or a combination of these.

The Supplier must ensure that service users are treated with courtesy, dignity, respect and that Suppliers' staff are sensitive to their needs at all times.

The Supplier must ensure that no service user is left unattended without an adult present unless authorised by the Authority.

#### **1.4 Notification and Acceptance of Transport Requirements**

The Authority will notify the Supplier of their long or short-term transport requirements which will include relevant details including the destination, the required arrival times and any special needs of the service user.

Where the Supplier accepts the Authority's requirement, the Authority is to supply a route schedule to the Supplier containing all relevant details of the route and the service users to be transported.

#### **1.5 Route Schedule and Variation to Journeys**

The Authority will provide the Supplier with a route schedule. The schedule will provide details of the service users, passenger assistants, pick-ups/drop-off, destinations and arrival times.

The Supplier will not make unauthorised changes to the route schedule. However, any proposed change must be notified to and approved by the Authority before being implemented.

The Authority retains the right to vary or terminate routes as required without penalty. Reasons for variations might include but are not exclusive to:

- Value for Money
- Route Sharing Opportunities
- Addition or removal of Service Users
- Educational reasons
- Needs of Service Users
- Failure to provide a satisfactory service (default notice)
- Poor service quality (warnings / default notices/major default notices)
- Poor Customer Service

The Authority will communicate any changes to the routes to the Supplier, at least 24 hours in advance where possible.

The Supplier must immediately advise the Authority if the notified schedule route times result in early/late arrivals at the destinations.

## 1.6 Further Call-off

The Authority reserves the right to carry out new call-offs for routes with significant changes or what are viewed as excessive increases prior to the end of the route contract term. The following is not an exhaustive list:

- Change of vehicle size/type
- Additional passengers
- Price increase requests
- Amendments to pick up / drop off locations

## 1.7 Out of Hours Contact

The Supplier is to provide details of key personnel (and keep these up-to-date) to the Authority so that the Authority can contact them outside normal working hours (Mon-Fri 0700-1800hrs), when this may be necessary for urgent operational reasons.

# 2. Pricing and invoicing

The Authority will generally pay the 'best price and quality or economically advantageous rate for each journey at its discretion. Refer to Appendix 5 for Quality Monitoring and Formula

The Authority will not accept any automatic cost escalators. Any requests for increases must be justified and proven.

The Authority may accept variation to scheduled routes where the Supplier can show that the variation is beyond the reasonable parameters of the original scheduled route.

Should the Authority believe that the Supplier is acting unreasonably regarding increasing the route price, the route will be re-tendered and may be terminated.

## 2.1 Waiting Time

Due to the specific needs of passengers, there may be a requirement for a vehicle to wait for a service user or there may be emergency situations and this must be considered when pricing up routes.

Suppliers must notify the Authority of all cases of excessive waiting times (at the time of waiting) that may incur additional charges. Where notification of additional waiting time is not received and approved by the Authority payment will not be made.

Suppliers must also report any cases of habitual lateness, disruption or non-attendance to the Authority. The Authority will contact the family, the school or the day centre to establish and seek to resolve any difficulties.

## 2.2 Payment

The Authority will verify all invoices and make payment within thirty (30) working days of Accounts Payable being in receipt of a correctly compiled invoice agreed by the Authority, except where earlier payment terms may be agreed with the Supplier in exchange for an agreed discount.

The Authority offer an Early Payment Discount Scheme on this service. Suppliers wishing to take part in the scheme will receive accelerated payments in return for a quarterly rebate on payments made. Standard payment terms will remain at thirty (30) days. The Scheme will operate as follows:



### 3. Operating requirement

The Supplier must provide a safe, secure and reliable transport service which meets the needs of service users.

The service provided by the Supplier will be acting as a representative of the Authority and must therefore meet the standards required by the Authority.

The Supplier will ensure that the drivers are familiar with the routes prior to the journey commencing.

The Supplier must use all reasonable endeavours to ensure that the same driver and attendants are assigned to the same routes on a regular basis.

The Authority will consider failure to provide consistent staff on routes, without good reason, as a default and will report this to the Supplier accordingly.

The Supplier is not permitted to sub- contract any routes to alternative Suppliers.

#### 3.1 Responsibilities of Parents/Carers

It is the responsibility of the parents/carers to ensure that the service users are ready at the agreed times and bring/collect the service user to/from the vehicle or pick up/drop off point.

The parents/carers should inform the Authority if the journey is not required for any reason such as illness, etc.

The Authority will, in turn, inform the Supplier of any changes to the schedule/route.

The Supplier must ensure that drivers are advised not to accept any changes from anyone other than the Authority.

### **3.2 Responsibilities of Schools, Colleges, Day Centres**

It is the responsibility of Schools, Colleges and Day Centres to ensure that service users are received and collected (where required) by nominated and authorised members of staff at all times.

All such establishments will ensure that a safe, secure and suitable parking area is made available to Suppliers to drop off and pick up the service users, as far as is reasonably practicable.

All establishments will inform the Authority, if, due to unforeseen emergencies such as extreme weather conditions/staff sickness, they are going to be closed or whether early collection is required.

All establishments will work together with the Authority and parents/carers to ensure that the highest possible standards of transport services are provided.

### **3.3 Pick-up, and Drop-off locations**

Pick-up, drop off and return locations will be specified on the route schedule by the Authority in all cases and must not be changed.

The Supplier shall ensure that service users are not picked up or dropped off anywhere other than at the address/location shown on the schedule.

The Supplier must ensure that drivers are aware that service user (or their parents/carers) are not authorised to make changes to the Route Schedule.

Multiple drops/trips requiring drop offs/collections at two or more destinations will be treated as a single trip, and will not be treated as separately charged multiple trips.

The service is not 'door-to-door' (with the exception of some clients on day centre transport). The passenger assistant or the driver is not permitted to leave the vehicle to knock at the front door or to enter the property to collect the service user, unless the passenger assistant is specifically authorised to do so in writing by the Authority. parents/carers are required to bring/collect service users to/from the vehicle.

Drivers and passenger attendants will be made aware of the specific needs of each service user subject to data protection restrictions, which will be recorded in the route schedule (e.g. medical needs, additional equipment).

The establishment/schools are responsible for bringing the service users to the reception or the vehicle for collection, where practical. Procedures will vary.

### 3.4 Handover Requirements

The Supplier shall ensure the safety, security and comfort of service users and the passenger assistant.

Where a service user is assisted by a passenger assistant, the Supplier must ensure that the service user is handed over to the passenger assistant by an authorised parent/carer or an authorised member of staff at the school/college/care centre.

The Supplier shall ensure that where a passenger assistant is not provided, and the driver is responsible for the handover of the service user to the authorised parent/carer or establishment, the driver must not leave the service user/s unattended at any time.

Drivers and passenger assistants will be made aware of the specific needs of each service user which will also be recorded on the route schedule.

The Supplier will ensure, where required, that some service users, passenger assistants or drivers may be required to obtain a handover signature on the Route Schedule from staff at the school/college/care centre and/or to record service user arrivals in a log provided by the Authority.

If there is any doubt about whether an individual is authorised to receive the handover of a service user from a driver or attendant, the Supplier must obtain advice from the Authority.

The Supplier will ensure the safety, security and comfort of service users from the point at which the service user is handed over to the driver/ passenger attendant by an authorised parent/carer or member of staff at the school/college/care centre, to the point at which the driver/passenger attendant hands over the Service User to the authorised parent/carer or member of staff at the school/college/care centre concerned.

### 3.5 Adherence to Instructions

The Supplier will ensure that, where the collection or delivery of service users involves driving onto school, college or care centre premises, drivers and passenger attendants will at all times obey the instructions of the authorised staff of those premises, with regard to parking, marshalling, speed limits and the discharge and boarding of service users.

### 3.6 Timeliness

The Supplier must take all reasonable steps to ensure that vehicles arrive at the destination at the agreed times.

Repeated lateness or failure to arrive at the correct place at the time and date set out on the Route Schedule may result in default notices being issued by the Authority.

There may be extenuating circumstances when, due to accidents/road closure and increased traffic, that a failure to meet the stipulated times might occur. In these circumstances the Supplier must contact the Authority to inform it of the situation.

The Authority can withdraw a route from the Supplier for repeated lateness or failure to provide services in accordance with the requirements in this Specification.

### **3.7 Communication of Delays**

The trigger for informing the Authority will be if the Supplier's vehicle is running more than 10 minutes late.

### **3.8 Transportation of Passengers in Wheelchairs**

Suppliers must ensure that any drivers and attendants responsible for wheelchair passengers have the appropriate accessible vehicle training as covered in MiDAS and PAT's prior to being responsible for wheelchair service users. Refresher training must be provided, in addition to auditing to ensure correct procedures are used.

The Supplier must ensure drivers and passenger assistants check that the wheelchair is not faulty before transportation.

Drivers and passenger assistants must check that brakes, headrests and footrest are in working order and that lap belts are fitted and worn.

The Driver and Passenger Assistant must check the wheelchair tyres are inflated to ensure that the wheelchair restraints can be fitted effectively and ensures the safety/security of the wheelchair.

The Supplier must ensure that wheelchairs and other specialist forms of personal carriage are properly secured using the recommended restraint equipment as required by the appropriate European Directives, Central European Standards (CES) or International Standards (ISO) according to the product type and application.

All wheelchairs must be transported in a fixed position and bear an approved passport (tag) that specifies the make and model of the wheelchair together with the manufacturers' recommended method of restraint for the particular wheelchair being transported. The Authority operates a passport scheme and requires the suppliers to run the same or a comparison scheme (refer to Appendix 1 for London Borough of Hounslow's procedure). If the Supplier already operates a similar scheme details must be provided to the Authority.

Drivers and passenger assistant are responsible for reporting to the supplier all wheelchairs transported without an approved passport (tag) at the time of transporting the Service User and the supplier must ensure at that point the appropriate restraints are being used / present on the vehicle for use and ensure a passport is supplied by the next journey. If the appropriate restraints are not available the passenger must not be transported and the Authority advised.

Passengers must not be carried in wheelchairs facing sideways. The Supplier shall ensure that should seating positions within the vehicle require altering in order to accommodate the transport of wheelchairs that the seats are secured in the new position within the vehicle.

Wheelchairs should be positioned within the vehicle to allow clear access to emergency exits. There must be a minimum gangway width of 300 mm to at least 2 exits from every seat or wheelchair position

The Supplier must ensure that all staff engaged in the delivery of the service are familiar with the Medicines and Healthcare products Regulatory Authority and the Medical Devices

Agency guidance and regulatory advice to health care professionals, users and transport providers.

Regulatory requirements include (but are not limited to);

- Wheelchair Tie-downs and Occupant Restraints (WTORS) Minimum requirements for WTORS are laid out in ISO 10542 (parts 1-5).
- ISO 10542 compliant WTORS satisfy requirements for European Whole Vehicle Type Approval for Wheelchair Accessible Vehicles under the Special Purpose Category, The European Bus Directive 2001/85/EC, UNECE Regulation 107 and the UK Public Service Vehicles Accessibility Regulations (PSVAR) 2000.
- ISO 7176 Part 19 - Wheeled Mobility devices for use as seats in motor vehicles. ISO 7176 Part 19 provides wheelchair manufacturers with minimum design, performance requirements and associated test methods for both manual and powered wheelchairs intended for use as a forward-facing vehicle seat in a road passenger vehicle.
- Vehicle fixtures the seat fixtures form an integral path for the loads of seatbelt anchorages and are tested following the requirements of UNECE Regulation 14, or Directive 76/115/EC, as amended by 2005/47/EC. Both Directive and Regulation specify seatbelt anchorage load requirements by vehicle category:
- M1 Vehicles: Vehicles for the carriage of Service Users comprising no more than eight seats in addition to the driver.
- M2 Vehicles: Vehicles for the carriage of Service Users comprising more than eight seats in addition to the driver's seat and having a maximum mass not exceeding 5 tonnes.
- M3 Vehicles: Vehicles used for the carriage of Service Users comprising more than eight seats in addition to the driver' seat and having a maximum mass exceeding 5 tonnes.

### 3.9 Provision of Passenger Assistants

The Authority will provide suitably trained passenger assistants to meet the specific needs of the service users.

The Authority's own passenger assistants are collected from home or a specified pick up point where practical. On completion of the route, the passenger assistants will either be returned to the pick-up point or alternative location as set out on the schedule.

The Authority may require the Supplier to provide passenger assistants. Where the passenger assistants are supplied by the Suppliers they must be appropriately trained.

### 3.11 Service User not available

If a Service User is not available to travel as expected for any reason, the Supplier is to notify the Authority via e-mail. The Authority must be advised immediately if no passengers travel and the route is cancelled on arrival.

Taxis & MPV Routes cancelled with less than 1 hour notice where the service user is not available will be paid by the Authority for that journey only eg. am journey will be paid, pm journey will not be paid.

- **Conveyance of unauthorised persons and animals**

The Authority shall be the sole hirer of any vehicle during any period that it is in use while carrying out the services under the Contract.

The Supplier is to ensure that only the service users and passenger assistants specified by the Authority are conveyed within the hired transport. No other passengers including relatives or animals are to use the services contracted by the Authority.

- **Stopping en Route**

The Supplier is to ensure that drivers do not divert vehicles, carrying out services contracted by the Authority, from the agreed route, or stop vehicles anywhere other than at agreed destinations, except in an emergency. Under no circumstances are stops to be made at shops, cafes etc.

Suppliers are to ensure that vehicles carry sufficient fuel to complete the journey prior to commencing the service.

The Supplier must ensure that under no circumstances should a driver be refuelling a vehicle while service users are on board the vehicle.

- **Lock-out Procedure**

The Supplier is to make all reasonable efforts to deliver service users to their destinations and that there is a clear handover to the care of the authorised adult at the destination.

Where this handover is not possible, owing to the absence or unavailability of the authorised adult, the Supplier is to notify the Authority immediately. In such circumstances the Authority will take remedial action and will advise accordingly. The Supplier is to ensure that service users are not left unattended in any circumstances.

If parents/carers do not collect the service user from the vehicle, the Authority must be advised immediately, the Authority will provide guidance and try to contact parents/carers. Children must not make their own way home.

Note: Permission must be provided in writing by the Authority for passengers to make their own way home from a pick up point or from the vehicle to their front door. If authority provided and the passenger is dropped at home, the Driver/Attendant must ensure that the child enters their home/building.

### 3.12 **Planned Closure of Venues**

Schools/colleges/day centres and other venues may be closed for reasons such as staff training and on other exceptional occasions, for example strike action, emergency repairs, health and safety etc. The Authority will notify details of these planned closures of venues to the Supplier and will not be liable for payment for any journeys undertaken by the Supplier to these venues on these days where prior notification has been given.

- **Extreme Weather and Unplanned Closures of Venues**

The Authority will use its best endeavours to advise the Supplier in advance of closures of venues due to exceptional circumstances, including extreme weather or other incidents/emergencies or where it deems that road conditions are not safe. Where this notification is provided before the scheduled time of the first transport service user pick-up, the Authority will not be liable for payment of the journey.

The Supplier is to use reasonable best endeavours to complete all journeys in instances of extreme weather/emergency conditions, where it is considered safe to do so. Should the Supplier deem a journey as unsafe (due to emergency/extreme weather) the Supplier is to inform the Authority at the earliest opportunity.

- **Carriage of Service Users Money and Belongings**

The Supplier is required to transport a reasonable level of personal effects for Service Users at no extra cost. If the Supplier considers there is a safety risk in transporting additional baggage then this must be referred to the Authority.

The Supplier should ensure that drivers and passengers assistant do not carry money for service user without the express and explicit agreement of the Authority.

- **Injury and Illness**

The Supplier is to ensure that drivers and attendants respond promptly to any personal distress, illness or injury to service users that may occur. Normally, this action will be limited to contacting the emergency services or the nearest available trained medical staff, unless staff have received appropriate first aid training and hold current certification in respect of this training.

The Supplier is to ensure that all incidents of personal distress, illness or injury to service users are reported to the Authority as soon as is practicably possible.

- **Administration of Medication**

The Supplier is to ensure that drivers do not accept, store or administer any medication, including the use of oxygen and injections, without the express and explicit agreement of the Authority.

Staff must not accept direct instructions concerning the administration of medication from anyone, including Service Users parents/carers and school/college/care centre staff, but should be directed back to the Authority. Administration of any medicines must be explicitly authorised by the Authority.

Additionally, the Supplier is to ensure that drivers and passenger assistants only administer medications when such individuals have been explicitly trained and certified to carry out such administration by a medically qualified and competent person, and only in accordance with authorisation and the approved care plan supplied by the Authority.

For some service users emergency medication will be required as part of their care plan to be transported with the service user so that it is available for the emergency services in response to a 999 call rather than for the passenger assistance to administer.

The Supplier is to manage the acceptance, storage and handover of any medicines, where authorised by the Authority, in accordance with statutory guidance “Supporting pupils at school with medical conditions. Statutory guidance for governing bodies of maintained schools and proprietors of academies in England” (April 2014)

Any medical emergency and/or administration of medicines must be carefully recorded and the Supplier must ensure that it is reported to the Authority immediately.

## **1. Safer recruitment**

The Supplier must ensure that it has clear written processes and procedures for the recruitment and selection of staff employed on this contract which meet all the requirements of legislation and employment law in order to ensure the recruitment of suitable staff is in a fair and non-discriminatory manner.

The Supplier must ensure that the staff employed in the execution of this contract, meet the requirements of the contracting Authority, which includes but is not limited to, the following requirements (which are applicable to both drivers and passenger attendants – except where stated):

- Any non-UK residents must have Home Office clearance to work in UK.
- Must comply with UKBA visa conditions
- Must have a UK National Insurance number that has been verified as well as UK Border Agency verification and clearance.
- Have provided 2 satisfactory references covering the last 5 years of employment.
- All drivers supplied must have a valid UK photo-type driver’s licence (with no disqualification and no more than 6 penalty points for minor traffic offences).
- Be able to understand, speak and write English to a standard sufficient to be able to communicate clearly and effectively with Service Users, parents/carers, schools and other colleagues, with particular regard to the communication of safety and other important service-related information. This must be to B2 level and the EU Language framework (refer to Appendix 6).

- The Immigration Act (Part 7) places a duty on Public Sector employers to ensure that workers in customer-facing roles speak fluent English. It aims to assure members of the public that there will be no language barrier standing in the way of their access to core public services and that their safety is not put at risk. An employee is considered to be in a customer-facing role if, as a regular and intrinsic part of their role, they are required to speak to members of the public, whether face-to-face or on the telephone, in English. Supplier are required to ensure this requirement is met and the key actions of managers and HR are to:
  - incorporate the Fluency duty statement and generic criteria into respective JDs and ESs
  - assess skills of existing employees' spoken English skills
  - ensure that your managers and staff responsible for recruitment understand the implications on future recruitment once the date of implementation is confirmed i.e. that the JD/ES contain requirements regarding fluency and that managers have considered how they will test for this at interview.
- All contracted staff should be fit, both physically and psychologically, to meet the specific requirements of their duties.

In addition, it is desirable that staff have previous experience of working with children or vulnerable adults in a similar environment.

The Authority will at all times retain the right to use its discretion and to seek further clarification from the Supplier when considering the suitability of staff to undertake driving and passenger attendant duties on its behalf.

The Authority expects the Supplier to recruit staff employed in the execution of the service in accordance with the principles of Safer Recruitment, a copy of Hounslow's Policy is attached for guidance (Appendix 2).

Supplier's staff engaged in the recruitment of staff employed in the execution of these services must receive training in Safer Recruitment practice. The Supplier must ensure that only those staff that have been trained are used for the recruitment of staff employed for the Authority.

Safer recruitment includes, but is not limited to: Recruitment and Selection, Vetting and Checking Candidates, Safer Practices and Managing Allegations against Staff. All Supplier's staff who have access to personal and/or sensitive data or have contact with vulnerable children and adults in the provision of these services are employed using the Safer Recruitment processes.

The Authority will have the right to randomly select and interview staff to ensure safer recruitment standards are being applied by the Supplier. Where the Authority makes a recommendation, the Supplier will be required to implement changes within the specified timescales.

#### **4.1 Vetting and Checking (including Criminal Records Bureau) and Childcare Disqualification Regulations**

The Supplier is to ensure that Enhanced Criminal Records Bureau checks, including Protection of Vulnerable Adults (PoVA) and Protection of Children Act (PoCA), are carried out by the Supplier on all staff including drivers, passenger assistants, office-based and any replacement staff, before they are employed on the Contract. Portability of enhanced DBS checks carried out by a previous employer will not be permitted.

The Supplier must:

- Meet all costs associated with carrying out these checks, including, where necessary, the expense of registering with the (DBS).
- Ensure these checks are renewed at least every three years.
- Maintain a central system for recording Enhanced DBS checks with the date of issues, CRB reference number and evidence that these checks are being monitored and comply with requirements. These records must be made available for inspection by the Authority upon request.

The Authority reserves the right to request evidence that an Enhanced DBS check has been conducted on a Supplier's employee at its discretion and the Authority can request spot checks of the Suppliers records without prior notice.

Suppliers must have a formal procedure in place for risk assessing employees with positive DBS checks when considering their suitability to work on behalf of the London Borough of Hounslow, evidence of individual assessments must be made available on request to the Authority.

In October 2014, the Department for Education (DfE) issued an update to its statutory guidance "Keeping Children Safe in Education" – childcare disqualification requirements. This update places a responsibility on local authorities (and its suppliers) which provide services directly to children under the age of 8, to ensure that staff and volunteers working in these settings are not disqualified from doing so under the Childcare (Disqualification) Regulations 2009. Suppliers are required to ensure appropriate declarations are received from employees working on this contract. An example declaration form and cover letter to staff is attached (Appendix 3)

#### **4.2 Notification of Offences**

Due to the nature of the service to be provided and contact with vulnerable adults and children the Supplier's staff used on any part of this service 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 (Exemptions) Order 1975.

The Supplier is to ensure that it informs the Authority of any summons on the Supplier, or its staff employed in the execution of this contract, to appear in a Magistrates Court or Traffic Commissioner's Court.

### 4.3 Staff Records

The Supplier must keep the following records, and make them available for inspection by the Authority on request, in respect of each member of staff supplied:

- Full name and current residential address;
- Verified personal identification (birth certificate or passport) and recent photograph;
- Two signed references, one of which shall be the most recent employer on a copy of the headed notepaper of that employer which shall be satisfactory and refer to employment undertaken in the 6-month period prior to working with Supplier.
- Full Curriculum Vitae or employment history and evidence of all relevant training undertaken;
- Declaration of where employee has second source of income.
- Declaration where staff have any family member working for the Authority, possible conflict of interest.
- Record of any formal interview in accordance with a consistent and adequate procedure;
- Details of next of kin, together with an emergency contact telephone number;
- A copy of the individuals immigration status, if appropriate (see Home Office guidance on Prevention of Illegal Working);
- A verified copy of the individual's driving licence (drivers only) appropriate to the duties to be carried out; and records of six monthly (or more depending on points) verification checks that have been carried out by the Supplier.
- All relevant medical records pertaining to the renewal of driving licences along with medical reports and results.
- Evidence of medical/fitness to drive reviews for all Drivers, no matter what age or licence they hold.
- Details of any spent and unspent convictions, subject to the Rehabilitation of Offenders Act (1974) Exemption Order 1975. Including evidence of risk assessment as to suitability to employ on the Authority's routes (refer to 4.1).
- Copy of hire and reward vehicle insurance (self-employed drivers)
- Copy of London Taxi and Private Hire Operating Licence (for drivers employed by private hire companies operating in the London area) or other relevant Local Authority licensing permit (for drivers employed by companies operating outside the London area)
- Copy of training records

#### **4.4 Safeguarding**

The Authority ensures that children and other vulnerable people are protected from those in whose care they are placed and who may pose a threat to their wellbeing. A criminal record will not necessarily debar a Supplier/employee, as this will depend upon the nature of the offence and its relevance to the employment being sought. Since the Supplier directly provides services involving substantial access to children and/or other vulnerable people the Authority requires the Supplier to provide a written statement about previous convictions and to assist the Authority in checking on the criminal background of the Supplier's employees. The supplier must advise the authority of any charges of violent offences or offences against a child. The Supplier and each operative employed to drive or act as an attendant on any route during the term of the contract (including nominated employees providing cover during periods of holiday, sickness etc) must provide a statement of all previous convictions, together with an agreement to a search of police records and such personal details as necessary.

- The Supplier is to ensure that the transportation of vulnerable children and adults is in accordance with legislation, protecting any child or adult from cruel and abusive treatment by their parents or carers through the implementation of the London Safeguarding Children Board Guidance as indicated in the following publication: [www.education.gov.uk/publications/standard/publicationDetail/Page1/DCSF-00374-2009](http://www.education.gov.uk/publications/standard/publicationDetail/Page1/DCSF-00374-2009) and Working Together to safeguard Children <https://www.gov.uk/government/publications/working-together-to-safeguard-children-2> and be familiar with the Pan London Child Protection Procedures .

In all instances where the Supplier has a safeguarding related concern they must notify the Authority immediately.

Supplier's staff must regularly attend safeguarding and child protection awareness courses.

Additional useful links regarding whistleblowing and allegations against staff

<https://www.gov.uk/whistleblowing>

[http://www.londoncp.co.uk/chapters/alleg\\_staff.html](http://www.londoncp.co.uk/chapters/alleg_staff.html)

#### **4.5 Rejection of Staff**

The Authority reserves the right to instruct the Supplier not to use particular members of staff for the execution of transport services under this Contract, without prejudice. The Authority is not required to give the reason for such exclusion, and will not be liable for any compensation or cost as a result of such instruction, but rejection of staff will normally only be on an exceptional basis and will normally be accompanied with reasonable explanation (e.g. in relation to concerns around the safeguarding of Service Users, serious/on-going service failures, H&S concerns etc). The Authority may require the Supplier to provide an alternative member of staff in the place of anyone rejected by the Authority.

## 4.6 Training

The Supplier must ensure that all drivers and passenger assistants, before being assigned to a duty in execution of the service for the Authority, are properly trained to carry out all of the duties required of them, including refresher training every 3 year or earlier if required.

Staff training must include:

- Induction, including handbook / code of conduct
- PAT's
- MiDAS (or certificated equivalent – course content to be provided by the Supplier)
- Securing passengers and restraint of wheelchairs (as appropriate)
- Use of vehicle access and safety equipment (as appropriate)
- Emergency First Aid at Work (HSE approved/certificated)
- Safeguarding & Child protection awareness
- Health and Safety
- Emergency vehicle evacuation (as appropriate)
- Data Protection Awareness with specific regard to the confidentiality of information relating to Service Users (course content to be provided by the Supplier)
- In addition and where required, supplier's staff are required to undertake specific additional training appropriate to the needs of Service Users.

All training requirements specified above must be carried out at the Supplier's expense.

The Supplier must make their staff available to attend other relevant training as and when required by the Authority to meet passenger needs and legislation.

Annual refresher training and/or formal auditing of individuals for the moving and handling of vulnerable persons.

Suppliers must provide and maintain accurate and up-to-date records of training for all staff (including certificates) and make them available for inspection by the Authority on request.

## 2. Staff

### 5.1 Staff Identification

The Supplier must ensure that their drivers and attendants wear an identity badge, issued by the Supplier and bearing contact details for the Supplier, and incorporating a sealed photograph of the employee. Identity badges must be clearly visible at all times. The Supplier must make arrangements to enable anyone, with just cause, to challenge and seek confirmation from the Supplier of the identity of any individual who claims to be working for, or representing, the Supplier whilst executing services on behalf of the Authority.

## 3. Responsibilities of the suppliers

The Supplier must ensure that their employees operate at all times within the requirements of the law and the Authority's Code of Conduct (refer to Appendix 7)

The Supplier must ensure that:

- Where no Passenger Assistant is required to travel on the journey, drivers must ensure the safe transit of all service users at all times.
- Drivers and Attendants are trained and competent for the operation of the tail-lift and for securing wheelchairs where applicable.
- The Supplier shall ensure that drivers and passenger assistants are trained and competent in the operation and correct fitting methods of four point wheelchair restraints (or appropriate restrains for the wheelchair) and double inertia reel belts to secure passengers, wheelchairs and equipment carried on the vehicles, as per manufactures guidelines and legislation Wheelchair Tie-downs and Occupant Restraints (WTORS) Minimum requirements for WTORS are laid out in ISO 10542 (parts 1-5).SO 10542 compliant WTORS satisfy requirements for European Whole Vehicle Type Approval for Wheelchair Accessible Vehicles under the Special Purpose Category, The European Bus Directive 2001/85/EC, UNECE Regulation 107 and the UK Public Service Vehicles Accessibility Regulations (PSVAR) 2000 and ISO 7176 Part 19 - Wheeled Mobility devices for use as seats in motor vehicles. ISO 7176 Part 19 provides wheelchair manufacturers with minimum design, performance requirements and associated test methods for both manual and powered wheelchairs intended for use as a forward-facing vehicle seat in a road passenger vehicle.
- The Authority is informed if any employee receives any endorsements, cautions or civil or criminal convictions between inspections.
- The Supplier is responsible for the conduct of its employees.

- The Supplier will ensure that all contact with service users and their family/carers is maintained through the Authority.
- The Supplier will ensure that their employees are fully aware of the Authority's policy regarding no contact between employees and service users. This includes but is not exclusive to telephone, SMS, Social Networking and sharing of digital media.
- The Supplier must ensure that Personnel working together on routes are not related or connected to each other in any way. The Supplier agrees that this is a reasonable requirement in order to ensure that in the event of complaints against Personnel, it is possible to obtain independent evidence from Personnel working together on routes.
- The Supplier will ensure that their employees are fully aware of the Authority's policy regarding maintaining professional boundaries with service users and their families.
- All staff employed by the Supplier including any temporary or 'casual' drivers shall at all times be properly insured with a reputable Insurance Company in respect of the particular vehicle driven by them in performance of this Contract.
- The Supplier must ensure that routes are not sub contracted out to alternative suppliers.
- The Supplier must ensure that drivers do not accept and or solicit money or gifts of any kind from Service Users or parents/carers, under any circumstances.
- The Supplier must ensure that their drivers do not smoke, eat, or operate under the influence of alcohol or non-prescribed drugs (or prescribed drugs that advise the user that they should not drive/operate machinery) whilst carrying out any of the Authority's transport service requirements.
- The Supplier must to ensure appropriate communication is available on the vehicle and used as per legislation and in terms the requirements of this contract.
- The Supplier must ensure six monthly checks of driving licences with the DVLA, however, quarterly checks are required for drivers with 9-11 points and monthly checks for those with 12 or more points. Evidence of checks to be made available for inspection by the Authority.
- A suitable risk assessment must be carried out if using drivers with more than 6 penalty points and evidence of risk management in place to be made available to the Authority.
- The Supplier is responsible for ensuring Drivers are fit for duty and not working long hours eg. night shifts which may impact their ability to safely drive.

### 3.1 **Duties of the Driver and Passenger Assistants**

- 4.6.1 Drivers shall possess and carry with them a current and valid photographic driving licence for the type of vehicle they are driving. The Authority shall require all licenses to be made available for checking on request.
- 4.6.2 Drivers should park the vehicle to allow the service users to board or egress safely. Where practicable, the point of entry/exit should be aligned to the pavement, kerbside or outside or adjacent to the service user's home or pick- up point (i.e.
- 4.6.3 such that service users do not have to go to the other side of the vehicle, or cross the road, to board or egress).
- 4.6.4 The driver and passenger assistant shall wear Supplier's identity cards at all times. The card must have a photograph of the Suppliers employee and be worn at all times during the performance of the Services.
- 4.6.5 A high standard of service is expected, commensurate with the carriage of passengers with special needs.
- 4.6.6 Drivers and Passenger Assistants must be of good character and display a caring attitude towards their passengers.
- 4.6.7 Smoking, the use of non-prescribed drugs or the consumption of alcohol on or in the near vicinity of any vehicle is strictly forbidden, including the use of electric cigarettes.
- 4.6.8 Staff will not be under the influence of drink or drugs, whether prescription or otherwise when on duty.
- 4.6.9 Drivers must be prepared to assist the Passenger Assistant in dealing with parents, school staff, social service staff and other third parties. They shall be sensitive
- 4.6.10 towards the diverse nature of the Borough's population. The Authority insist on a high standard of courtesy and care for all people connected with the service.
- 4.6.11 The driver and passenger assistant shall be required to provide a comprehensive written report to the Authority in the event of a road accident, complaint or any other incident relating to the Contract which may be under investigation by the Authority.
- 4.6.12 Drivers shall be familiar with the geography of the Borough and aware of passengers' special needs.
- 4.6.13 Drivers and passengers assistants must have a route schedule, and telephone numbers of the Authority's Transport Office.
- 4.6.14 The Authority must be notified by 7.00 a.m. on each occasion the regular staff are not available to undertake the route, together with the reason for the unavailability, in order that the service user may be informed of the change.
- 4.6.15 All journeys shall be provided in accordance with the timetable and route schedule, subject to any variations supplied by the Authority.

- 4.6.16 Route schedules shall not be varied without the express written approval of the Authority. In exceptional circumstances such as road closures, traffic diversions etc. and any such changes must be notified to the Authority immediately.
- 4.6.17 Only passengers included in the schedules shall be transported on the vehicles. The Supplier shall direct parents or teachers requiring any change to the schedules to the Authority for consideration.
- 4.6.18 The Supplier shall provide reasonable assistance when collecting passengers from their home and when they arrive at the school. This assistance may include such tasks as ensuring the pupils leave the vehicle with all of their effects and supporting them to and from the vehicle.
- 4.6.19 Where a tail-lift vehicle is required for loading/unloading wheelchairs, it is the responsibility of the driver to operate this equipment. A passenger assistant shall accompany the wheelchair on the tail-lift during this operation. The Driver has ultimate responsibility for securing and ensuring that wheelchairs are secured correctly prior to departing, however, the Attendant will assist the driver to secure the wheelchairs. Appropriate training must be provided prior to any member of staff working with wheelchair clients.
- 4.6.20 Where service users have mobility difficulties they shall be assisted to their seats.
- 4.6.21 In the event that a service user is not ready at the scheduled pick up time the Passenger Assistant (London Borough of Hounslow) shall phone the parent and/or Authority. If the crew are the Supplier's driver and attendant they must advise the Supplier asap. If the service user is not ready to board the vehicle within five minutes of the scheduled pick up time the Authority must be informed and will provide further instructions.

- 4.6.22 Service Users shall be seated and secured before a vehicle moves off. The Driver shall ensure that passengers alighting from a vehicle are clear of the door or any part of the vehicle before moving off.
- 4.6.23 The Driver should ensure that service users are seated in the rear of the vehicle and child locks are activated from commencement of the journey.
- 4.6.24 All reasonable care shall be taken to ensure that all service users remain seated and secure when the vehicle is in motion, ensuring good behaviour is maintained.
- 4.6.25 Any service user not conforming to the Suppliers' requests to remain seated should be reported by the driver or passenger assistant to the Authority and an incident form completed.
- 4.6.26 When service users are to be taken home, they shall be collected from a member of staff by the Passenger Assistant and assisted to the vehicle. Some passengers may require physical support at these times.

On arrival at home pupils shall be handed over to the parents, or a responsible adult authorised by the parents in writing to the Authority. Under no circumstances should a passenger – regardless of age, be left with a sibling. Always seek advice from the Authority.

- 4.6.27 If there is still no one available to receive the passenger then the driver or passenger assistant must report the situation immediately to the Authority and await further instructions.
- 4.6.28 In the event that the Authority is unsuccessful with the service user's emergency contacts there may be a requirement to transport the service user to a duty social worker, respite centre etc
- 4.6.29 When the arrangements have been made for pupils to gain access to their home independently the driver or passenger assistant shall ensure that they have written authority from the Authority to allow the service user to enter the premises alone.
- 4.6.30 The passenger assistant or the driver must ensure the service users enter the property safely before driving away.
- 4.6.31 In the event of any situation where the health, safety or welfare of a service user is a cause for concern, the driver and attendant shall pull over, stop and contact their

supervisor by instructions or emergency services as appropriate. The Authority must be advised at the earliest opportunity.

- 4.6.32 Where an unescorted journey is undertaken the Supplier shall ensure that service users do not leave the vehicle until the destination has been reached
- 4.6.33 The Supplier shall ensure that all staff employed on the contract are familiar with the requirements of this Document which directly affect services to be provided by them under the contract.
- 4.6.34 The Supplier shall at all times during the Contract period employ sufficient persons with the necessary abilities and skills for the proper performance of the Services. Staff shall only be employed who are mature and emotionally well balance and are sensitive to the complex needs of pupils of profound multiple learning and physical difficulties.
- 4.6.35 All staff employed by the Supplier for the purposes of this Contract shall at the commencement of the Contract and whenever driving any vehicle in the performance of the Contract have a good standard of health and in particular shall have good sight, hearing and not be suffering from any disease of the heart or lungs or any nervous or mental disorders or from fits of depression or high blood pressure or from any other illness or condition likely to interfere with the proper performance of his duties and responsibilities as a driver. It is the Suppliers responsibility to ensure that all Drivers are deemed medically fit for the role of transporting passengers and that appropriate medicals are carried out for all drivers, including those who do not automatically qualify for medicals under their driving licence/private hire permits.
- 4.6.36 Prior to the Commencement Date and throughout the Term of the Contract the Supplier shall provide the names and other necessary details of the staff who are employed to fulfil this Contract, for the purposes of satisfying the Authority (by means of additional confidential inquiry carried out by the Authority) that the person(s) concerned is/are of suitable character to be employed
- 4.6.37 The Supplier shall ensure, that all staff carry out their duties and ensure their behaviour is exemplary at all times whilst executing the service.
- 4.6.38 The Authority shall be entitled to object to the employment of any staff used or proposed to be used for the Contract without giving any reasons and in such event the staff shall not be employed by the Supplier on the performance of the Contract as a driver or a passenger assistant.

## **4.7 PPE**

The Supplier will ensure that drivers and passenger attendants are dressed to an appropriate and professional standard commensurate with their duties.

The Supplier is responsible for the provision of any necessary Personal Protective Equipment appropriate to their duties.

Drivers and Attendants must wear high visibility tabards or jackets when carrying out their duty.

## 4. Vehicles

### 4.1 Use of Appropriate Vehicles

The Supplier is to ensure that the vehicles provided for the execution of journeys required by the Authority are safe and suitable for the purpose in every respect, with particular regard to the provision of suitable seating, safety and restraint equipment, accessibility and restraint for wheelchairs, and heating and ventilation.

The vehicles equipment, appliances and all materials (“the Contract Vehicles”) used in the execution of or in connection with the Contract shall conform to the standards described in the Contract. Any dispute as to whether the Contract Vehicles are of such a standard as described in the Contract shall be referred to the Authorised Officer whose decision shall be final and binding on the parties.

Where an appropriate Standard Specification or Standard Code of Practice has been issued by the British Standards Institution or the European Economic Community equivalent and is current at the date of tender or becomes current during the duration of the Contract the Supplier will ensure that the Contract Vehicles accord with such Standard Specification or Code of Practice.

All vehicles should be ‘fit for purpose’, roadworthy and compliant with all relevant legislation. The Authority reserves the right to reject a vehicle provided by a Supplier for the execution of the service, at its discretion, if it considers that the vehicle does not meet these requirements, where appropriate and including, but not limited to:

- Compliance with current Disabled Persons Transport Advisory Committee (DPTAC) regulations relevant to this type of service.
- Lap diagonal inertial reel all age seat belts to all seats.
- Fire extinguisher to BS5423 and First Aid box.
- Seat, seat belts, locking mechanisms and seat tracking to be tested and certified to the requirements of seat belt legislation for "M" category vehicles.
- Three point webbing anchorages for wheelchairs together with lap/diagonal restraints for their occupants.
- Adequate heating, ventilation and lighting.
- Two-way radio/telephone communication facility for communication.

.All vehicles used in the provision of the service shall have a maximum age of 10 years. The authority must be advised of any vehicles used over 10 years and authority may be given to use them subject to an inspection by the Council's workshop / approved workshop and this will be at the Suppliers expense.

The Authority may withdraw its approval of any vehicle previously approved at its discretion when the Supplier shall at his cost supply forthwith a substitute vehicle satisfactory to the Authority in all respects. (If the Supplier is unable to provide a substitute vehicle then a vehicle may be supplied in accordance with (Breakdown Arrangements and Notification) of this Specification.

The Authority will stipulate the size and capacity of vehicles used in connection with the Contract and requests the withdrawal of any vehicle(s) that it considers unsuitable for use in connection with any journey/run under the Contract.

Service users to be transported by the Supplier may have very limited body movement. The Supplier shall ensure that any vehicle to be used in the performance of the Contract provides easy access from ground level to the seat to be occupied; the same consideration shall also apply to enable passengers to exit the vehicle. With the exception of cars and taxis all vehicles shall have a centre (or off centre) aisle wide enough to enable service users who may require assistance to move about the vehicle in reasonable comfort, at least in accordance with type approval compliance at all times.

The Supplier shall ensure that all seats are forward facing and maintained in a clean condition and that there is sufficient space between seats to enable passengers to travel in comfort. The material of the seat covering is at the discretion of the Supplier. Any costs arising from the need to clean seats (or interior of the vehicle), for whatever reason, shall be at the Suppliers' expense.

#### **4.2 Roadworthiness Obligation**

The Supplier will ensure all vehicles used in the execution of services required by the Authority are at all times safe and roadworthy and that they conform to all relevant legal and statutory requirements.

All vehicles provided by the Supplier in performance of the Contract shall at all times (where appropriate) comply with the Certificate of Fitness and Public Service Vehicle Licence and shall at all times and in all respects be of a roadworthy condition. The Supplier must be able (where appropriate) to produce a Department of Transport Certificate (M.O.T. Certificate) and proof of regular maintenance and servicing.

If the Authority has any concerns regarding vehicles they will, at the Suppliers expense, require the vehicle to be checked by the Authority's approved workshop.

The Supplier is to ensure that all records of inspection relevant to road worthiness requirements are available for inspection on request.

### 4.3 **Maintenance and Inspection**

The Supplier is to ensure that vehicles, and ancillary equipment such as tail-lifts, are maintained and inspected in accordance with the manufacturer's specification, the requirements of the licensing Authority, and as is necessary to ensure that the vehicles remain safe and roadworthy at all times.

The Supplier is to make available to the Authority on demand all necessary vehicle maintenance, inspection and certification records.

The Supplier may be requested to provide evidence of compliance with the requirements specified by Transport for London for the London Emission Zone (LEZ).

The Authority may at any time test, examine and approve the Contract Vehicles and workmanship used for and in connection with the Contract and the Supplier shall furnish at his own expense all labour and Contract Vehicles necessary in order to make such test examinations and approvals as aforesaid at a location specified by the Authorised Officer.

### 4.4 **Breakdown Arrangements and Notification**

The Supplier must ensure that, in the event of a vehicle breakdown whilst carrying service users or en route to the collection of service users, the driver advises the Authority immediately.

The Supplier is to ensure that suitable breakdown repair/recovery arrangements are in place to rectify vehicle breakdowns as a matter of urgency.

The Supplier is to arrange a suitable replacement vehicle to enable the journey to be completed as quickly as possible where it is evident that a breakdown cannot be rectified within 30 minutes. If the Supplier is unable to dispatch another vehicle to arrive at the location of the breakdown within 30 minutes, the Authority must be advised and alternative arrangements may be made by the Authority and the Supplier re-charged for the replacement transport. If the Authority is not advised immediately and/or Service Users are stranded on the broken-down vehicle for an excessive period of time, the Authority may issue a default notice to the Supplier at its discretion.

If any vehicles used by the Supplier for the purposes of the Contract break down or are considered unsuitable by the Authority for any other reason the Supplier shall at his cost supply and keep the Authority supplied with another vehicle or vehicles of similar type and capacity and to the Authority satisfaction in all respects.

Should the Supplier be unable to provide suitable substitute vehicle(s) from his own fleet of vehicles to the satisfaction of the Authority then the Authority will find a substitute provider and will charge the Supplier if the cost of provision is higher than that charged by the Supplier.

### 4.5 **Vehicle Equipment**

The Supplier is to ensure that all relevant vehicle equipment is 'fit for purpose', meets all regulatory requirements (as specified) and correctly fitted to the vehicle.

The Supplier is to ensure that all vehicles with more than 9 seats carry a fire extinguisher, and that all vehicles carry a first aid kit. Drivers must know the location of all safety equipment carried, be trained in its use and ensure that it is secured safely at all times. The Supplier must ensure that safety equipment is inspected in line with the prescribed timescales and properly maintained and conform to any legal requirements in force during the contract period. Any costs arising from maintaining the safety equipment or changes that may be required shall be at the Suppliers' expense.

The Authority will introduce a universal wheelchair passport scheme where applicable during the period of the DPS. The Supplier is required to ensure that the carriage of all wheelchairs is fully-compliant with current legislation and any policies or procedures of the Authority.

### **Tail-Lift Vehicles/Minibuses**

The Supplier shall ensure that all vehicles comply with the Department of Transport Code of Practice for the Safety of Passengers in Wheelchairs on Buses.

The Supplier shall ensure that all Minibuses and Tail-lift Welfare Buses used in the performance of the Contract will have an approved "non slip" floor covering which must be maintained to the Authority's satisfaction.

When tail lifts are in use such equipment shall be subject to LOLER (Lifting Operations and Lifting Equipment Regulations 1998) test certification. The Supplier shall ensure that wheelchair anchorages, when required, are provided to the satisfaction of the Local Authority

### **Seat – Security**

The Supplier shall ensure that seats, wheelchairs and other items can be secured safely. Tracking or other approved equipment shall be fitted to the floor and the interior side panels at a suitable height to secure wheelchairs to the floor and side of the vehicle.

### **Securing Straps/Clamps**

The Supplier shall ensure that welfare vehicles employed on the Contract are fitted with sufficient 4-point wheelchair restraints and double inertia reel harnesses for the purpose of securing wheelchair passengers into their wheelchairs and the wheelchairs to the floor of the vehicle.

All recommended straps and clamps for individual wheelchairs shall be provided by the Supplier and maintained in a serviceable and clean condition. The Supplier at his expense shall provide replacements through whatever reason.

#### **4.6 Seat Belts**

The Supplier is to ensure that the vehicle is equipped with seatbelts that meet all prevailing legislative requirements in all seats occupied by crew members and Service Users, and is to ensure that these seatbelts are worn at all times when these seats are occupied. Vehicles with up to 16 passenger seats must be fitted with a minimum of 3 point retractable seatbelts on all passenger seats. Seatbelts and anchorage points must meet current EU defined standards.

The Supplier shall ensure that all vehicles are fitted with approved inertia reel lap and shoulder belts on all seats and are suitable for the passengers to be transported. The seat belts must be maintained in a clean and serviceable condition. In the interest of passenger safety precautions must be taken to ensure that seat belts do not fall to the floor when not in use.

All cars and taxis must have four doors, be fitted with rear seat belts, have childproof locks fitted and operational at all times on the rear side doors. There will also be a requirement for some taxis to have wheelchair access as indicated on individual route schedules.

Seatbelts should comply with the design and performance requirements of UNECE Regulation 16 and the Directive 77/541/EC, as amended by Directive 2005/40/EC.

Floor and anchorage systems should be compliant with the requirements of UNECE Regulation 14 and the Directive 76/115/EC as amended.

The Authority reserves the right to check on the compliance and suitability of all restraint equipment being used by the Supplier.

#### **4.7 Communication Equipment**

The Supplier is to ensure that all vehicles carry a serviceable mobile communication device (e.g. mobile telephone or communication radio) for communication and safety reasons. When no passenger attendant is travelling, the Supplier must ensure that the driver only uses this telephone to receive or make calls or SMS messages when the vehicle is stationary and parked and the engine is switched off and when allowed by law.

#### **4.8 Provision of Child Seats, Booster Seats, Harnesses**

At no additional charge, the Supplier may be required to provide all necessary standard equipment, including houdini's (abc harnesses), booster seats/cushions or child seats, appropriate to the age, height and weight of the Service Users concerned, as is required to ensure compliance with the law. However, these may be loaned to the Supplier for a short period by the Authority at its discretion.

Under this contract, the Supplier may not rely upon the normal exemption to supply this equipment that is applied to private hire companies for the carriage of fare-paying passengers. Where special-purpose equipment (excluding that outline above) is required to meet the unique requirements of an individual transport service user, the Authority is to make this equipment available to the Supplier in consultation with the parent/carer of the Service User concerned.

#### **4.9 Advertising on Vehicles**

The Supplier must not advertise on any vehicles used for the purpose of this service without the prior consent and approval of the Authority. Vehicles must not display identification as ambulances unless they are operating in this capacity.

#### 4.10 Vehicle Cleansing and Damage

Vehicles used on the service must project a positive image of the Authority. Externally, the vehicle body and paintwork shall be maintained in a good condition, free of dents or corrosion (Minor damage from stone chips is acceptable). Internally, roof linings, floor coverings, seats etc. will be clean and free of splits or other damage. As agents representing the Authority, the Supplier should ensure that vehicles always look presentable and clean.

The Supplier will ensure that the outside and inside of all vehicles are cleaned on a regular basis and will keep the vehicle(s) free from rubbish at all times. The Supplier shall be solely responsible for the costs of cleaning and tidying the interior and exterior of vehicles.

The Authority accepts no liability for any losses, costs, damage, liabilities or action whatsoever and howsoever caused as a result of the Supplier performing the service.

The Supplier should insure vehicles against accidental damage as the Authority will only pay for damage to vehicles caused by Service Users in exceptional circumstances and at its discretion. Due to the nature of this work it is expected that appropriate insurance is in place to cover damage caused by service users. The Supplier must notify the Authority of any damage allegedly caused by service users immediately, and must make requests for payment for damages in writing to the Authority within 72 hours and accompanied by photographs of the damage and a full explanation of the circumstances, including details of any witnesses.

#### 4.11 Work Related Road Risk (WRRR)

From 1<sup>st</sup> April 2016, The London Borough of Hounslow requires its Suppliers utilising a fleet of large vehicles (over 3.5 tonnes) to operate best practice management of their fleet. Specifically, you are required to:

- achieve Bronze accreditation under the Fleet Operator Recognition Scheme (FORS);
- undertake additional driver training relating to vulnerable road users;
- check your drivers hold appropriate licences and for any endorsements;
- install additional vehicle safety equipment to minimise blind spots and notify others of intended manoeuvres;
- report, analyse and investigate collisions.

Further information about WRRR can be found at <http://www.westtrans.org/wla/wt2.nsf/pages/WT-211>

Relevant suppliers to gain this accreditation within 12 months of commencement of the contract.

## **5. Licensing**

### **5.1 Operator's Licensing**

The Supplier must hold current valid operator's licences appropriate to the service provided and in accordance with the legal requirements relevant to the type of vehicle being used on specific provision.

The Supplier must supply to the Authority copies of the operator's licence(s) held on request.

### **Public Service Vehicle Operator's Licensing (Coaches and Minibuses)**

All vehicles (where appropriate) used by the Supplier in the performance of this Contract shall have a valid Public Service Vehicle (P.S.V.) Licence and every driver (where appropriate) employed in performance of the Contract shall have a valid P.S.V/PCV Drivers' Licence appropriate for the vehicle to be driven. If so required the Supplier or all or any of his Drivers must at any time during the duration of this Contract present their Licences to the Authorised Officer for inspection.

### **Operator's License**

The Supplier shall have and keep in force a Standard Public Service Vehicle Operators Licence or a restricted Public Service Vehicle Operators Licence as required by section 12 of the Public Passenger Vehicle Act 1981 or a Restricted Licence as required by section 12 of the Transport Act 1985 which permits the operation of the service and shall produce the licence at any reasonable time for inspection by the Authority.

The Supplier shall ensure that he, his employees and the vehicles comply with the requirements of the law relating to any matter which concerns the vehicles including the licensing, insurance, operation, construction and use, equipment and safety of the vehicles.

Competent drivers licensed and insured in accordance with the law shall only drive vehicles.

### **London Taxi and Private Hire Operating Licence**

The Supplier shall ensure that his employees comply with the requirements of the law relating to London Taxi and Private Hire and (the "Act") Public Hire Vehicles (London) Act 1998.

### **5.2 Vehicle Licensing**

The Supplier is to ensure that private hire vehicles are licensed by the London Taxi and Private Hire for companies located within the London, and by the relevant Local Authority for companies located outside the London area, and that they display official licence plates inside and out in accordance with PCO/Local Authority requirements.

Where a Supplier is operating a vehicle under the provisions of a Section 19 permit, the permit is displayed clearly in the vehicle. It should be noted that the provision of a Section 19 permit does not exempt the Supplier from compliance with any of the Authority's requirements stated in this Specification for the execution of the service.

### 5.3 Driver Licensing

The Supplier must ensure that drivers hold current appropriate licences issued by the DVLA for the class of vehicles driven in the execution of this contract.

The Authority may request confirmation from the Supplier of the status of driving licenses held by any driver employed in the execution of this contract at any time and on demand.

The Supplier shall ensure that his employees comply with the requirements of the law relating to London Taxi and Private Hire Private Hire or with the relevant Local Authority for companies based outside the London area.

#### 8.3.1 License Checks

The Supplier is to ensure that driving licences are checked a minimum of every 6 months (or more regularly where necessary) directly with the DVLA to identify appropriate categories of licence are still in place and whether any new endorsements have been incurred.

The Authority reserves the right to inspect all operator, vehicle and driver licenses relevant to the execution of the service at any time.

## 6. Health and Safety

### 6.1 Risk Assessment, Care-Plans and Duty of Care

Suppliers will at all times work in conjunction with the Authority, care providers, schools and colleges to ensure that the Health, Safety and Welfare of service users.

The Supplier will ensure that employees are properly trained for the work for which they are employed, and that they are fully conversant with, and comply with, the Supplier's and the Authority's Health and Safety requirements.

The Supplier will:

- Provide staff with a copy of the Supplier's current safety policy statement and safety codes of practice relevant to the staff employed;
- Inform the Authority as soon as becoming aware of any prosecution or likely prosecution of the Supplier for any offence pertaining to the health and safety of its employees and/or other persons, or of any conviction or such prosecution as a result of its undertaking, and shall provide the Authority with such further information as the Authority may reasonably require;
- Prepare appropriate Risk Assessments for the activities which their staff will undertake under this contract. Such Risk Assessments must be consistent with, and may be based upon, any Risk Assessments prepared by the Authority for its own execution of transport service user transport activities. However, the responsibility for the completion of Risk Assessments and for the safe execution of services required under this contract rests with the Supplier.
- Provide its employees with relevant information required in respect of risks to Health and Safety.
- Provide its employees with relevant Personal Protective Equipment where necessary together with information on the equipment provided.
- Report all injuries, diseases and dangerous occurrences as required of an employer under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1995 and as amended April 2012 and ensure that the Authority is made aware of all such reports.

The Authority will provide the following to the Supplier:

- Copies of its own Risk Assessments where appropriate to the service user.
- Information concerning the needs of Service Users - including Care Plans where appropriate - as is required to ensure that the Supplier can meet its duty of care to those Service Users whilst they are in the care of the Supplier.
- The Supplier will provide the Authority on request:

- A copy of its Risk Assessments appropriate to the services being provided by the Supplier.

## **7. Complaints Handling**

If a Supplier receives a complaint directly from the service users concerning the execution of services required under this contract, then it must advise the complainant to contact the Authority direct.

The Supplier must record details of any complaints received from the Authority and the steps taken to investigate and resolve them. This record is to be made available for inspection by the Authority on request.

## **8. Incidents & Accidents**

The Supplier must report immediately to the Authority any incidents or accidents (whether or not an injury has been sustained) which occur whilst transporting Service Users under the contract.

The Supplier must ensure that all incidents or accidents are properly logged, that the nature of the incident or accident is communicated to the Authority immediately and that a full and detailed written report is provided to the Authority within 48 hours.

## **9. Emergency Response**

In the event that the Authority is required to activate a response to any emergency to deal with situations affecting the health, safety and welfare of people, property or the environment (e.g.: the occurrence of a major disaster or as a result of severe weather conditions), the Supplier shall:

On receipt of an instruction from the Authority all the resources used in the execution of the contract as are available and make them available to the Authority, as may be required, and;

During the emergency the whole or part of the normal services carried out under this contract may be suspended by the Authority and the Supplier may be expected to work alongside voluntary organisations and other bodies as directed by the Authority.

Where the Supplier is contracted to provide transport routes to the Authority to support vulnerable children and adults 24/7 or at short notice, to make available a suitable all weather vehicle(s) e.g. 4x4 to the Authority to ensure the Authority's business continuity in an emergency.

The Authority will meet all reasonable costs incurred by the Supplier in the execution of such emergency requirements.

In the event of a Pan London emergency the Authority or another organisation, authorised by the Authority, may step-in to activate a response to any emergency to deal with situations affecting the health, safety and welfare of people, property or the environment (e.g.: the occurrence of a major disaster or as a result of severe weather conditions), In this event the Authority will notify the Suppliers of the handover and hand back arrangements at the time of the event.

## **10. Quality Standards & Performance Monitoring**

The Authority will monitor the Supplier's performance and actions and any breaches of the quality standards based on the following, which is not an exhaustive list, from commencement of the contract.

- Non-acceptance of service requirements from the Authority;
- Breaches of the highway code or road traffic act;
- Inappropriate behaviour towards the passenger, Passenger Assistant or Driver or third party;
- Inadequate training provision to the Authority's standards;
- Substantiated complaints against the supplier, including the driver and/or passenger assistant from a third party including parent, teacher or member of the public;
- Leaving passengers unattended;
- Suppliers' staff do not hold a valid enhanced DBS and failure to carry out Under 8's disqualification checks;
- Suppliers staff smoking whilst on duty;
- The results of routine spot checks and audits carried out by the Authority;
- Ability to provide vehicle and driver and/or Passenger Assistant at the specified time;
- Ability to provide an appropriate replacement vehicle in the event of breakdown, accident, or error in scheduling by the Supplier;
- Compliance with the required maintenance standards of vehicles as required by the manufacturer recommendation;
- Ability to provide vehicles with the necessary equipment and seatbelts;
- Compliance with Health and Safety requirements and appropriate monitoring
- Submission of error-free invoices on time;

- Numbers of complaints received and timeliness of resolution;
- Failure to achieve Transport Quality standards as specified within this specification and any other such targets as may be agreed with the Supplier.
- Failure to provide security of wheelchair(s) and passenger within wheelchairs;
- Breach of Data Protection Act and related policies of the Contracting Authority;
- Failure to supply continuity of driver and/or attendant.
- Failing to operate to relevant legislation
- Failure to respond to route related issues with set deadlines.

### 10.1 Quality Standards

The Quality Standards are those standards that comply in particular with the qualitative elements contained in the Specification with relation the provision of all services, as outlined in the Introduction and the General Statement of Service Requirements.

The Authority will apply specific performance criteria where the Supplier fails to meet the quality standards.

The Authority will apply a performance criteria based upon three key levels of performance failure by the Supplier, as follows:

- (a) Warnings;
- (b) Default Notices;
- (c) Major Default Notices.

#### a) Warnings include but are not limited to:

- The vehicle is over ten minutes but less than 30 minutes later than the agreed pick up time
- The Authority has received no prior notification of an acceptable reason for the lateness (10 to 30 minutes).
- The vehicle shows signs of lack of cleanliness of vehicle's interior or exterior condition, e.g. dirty paintwork, windows, contamination of seats and interior, torn, broken, missing or excessively worn vehicle fabric.
- The vehicle is used for the carriage of unauthorised materials.

- The driver is delayed in completing the agreed route due to the lack of knowledge of the route or collection or drop off points.
- The driver and attendant not wearing a TFL and Supplier approved identification badge that displays their name and photograph at any time whilst executing the service.
- The driver/attendant fails to assist the passenger to access / egress from the vehicle, explain the safety features of the vehicle or assist with the loading or unloading of the passenger's equipment or baggage.
- The Driver/Attendant is unable to communicate to a B2 level of the EU Language framework (refer to Appendix 6) and the supplier does not recruit in line with the Immigration Act 2016 (Part 7).
- Supplier failing to advise the Authority of temporary and permanent staff changes – driver and attendant.

(b) **A Default Notice includes, but is not limited to:**

- The vehicle fails to arrive or arrives over 30 minutes later than the agreed pick up time.
  - The Authority has received no prior notification of an acceptable reason for the lateness (over 30 minutes).
  - The driver does not hold the relevant permit and/or driving licence to operate the vehicle.
1. The driver or attendant does not possess a clear enhanced DBS disclosure or has not completed a Childcare Disqualification declaration form.
    - The Supplier has no evidence of a risk assessment for positive DBS disclosures or following up and taking appropriate action with regard to the Childcare Disqualification declaration form.
    - The vehicle safety features are inoperative or in poor operating condition such that the vehicle would be in contravention of the MOT (VOSA) test / road traffic regulations, or where the road fund license disc is not displayed, or where the occupant has a reasonable concern for their safety.
    - The driver drives the vehicle in an unsafe or unprofessional manner, or in a manner that causes the passenger undue distress.
    - The driver uses a mobile telephone whilst driving and/or the attendant uses the mobile while passenger(s) on board conducting personal conversations.

- The driver or attendant smokes inside or outside of the vehicle whilst in attendance or transporting a passenger. This includes schools, centres and Council establishments.
- Failure to provide Driver or Attendant consistency.
- The driver or attendant uses inappropriate, abusive or sexual language.
- The driver is in attendance or drives a vehicle under the influence of drugs, alcohol or any other banned substances or medication that influences the driver's driving capability.
- The driver or attendant inappropriately touches, molests or assaults a passenger
- The Supplier fails to provide suitable trained drivers or attendants to meet the sensitivity of the routes and clients transported.
- The Supplier fails to provide reasonable information and work space to undertake audits.
- The Supplier fails to attend review meeting(s) or investigations related to health & safety incidents, service failure, complaints, non-conformance.
- The Supplier will review the manner in which the service is provided and initiate appropriate corrective measures to the satisfaction of the Authority within a period of two (2) working days, following the issue of a Default Notice by the Authority of each minor non-conformance.
- Where the Supplier fails to undertake corrective action in accordance with the Default Notice within the time allowed, the Authority will issue a Major Default Notice to the Supplier.
- Failure to achieve Transport Quality standards as specified within this specification and any other such targets as may be agreed with the Supplier.

A total of three (3) Warnings in a rolling year will equate to one (1) Default Notice.

The above, which is not an exhaustive list, may be deemed as breach of contract due to failings of the Supplier, including carrying out appropriate checks and actions.

The Authority may terminate the contract in whole or in part if a total of three (3) Defaults occur within a rolling year of individual Defaults being issued.

The Authority will consider issuing a Major Default Notice to the Supplier if the following occurs:

- (i) a material breach of the DPS terms and conditions of contract.

- (ii) the Supplier can no longer legally provide the service
- (iii) the Supplier has been awarded a total of three (3) Default Notices within a twelve month rolling period.

(c) The Authority may terminate the contract if it considers that a breach of the DPS terms and conditions of contract occurs.

The Authority in consultation with the Supplier will review each alleged Default by the Supplier. The Authority's representative will investigate each Default with the Supplier in the first instance. The Supplier may appeal against the Authority's findings to the Authority's representative within five (5) working days of any decision.

The Supplier will be required to meet with the Authority to discuss any on-going poor performance.

## 10.2 Expenses

Where the Authority incurs additional charges due to service failure of the incumbent Supplier in respect of the following:

- A one-off failure incident requiring the Authority to seek alternative transport to cover service delivery
- through the removal of a route/contract due to performance
- if the Supplier terminates provision

Transfer of the scheduled route from the incumbent Supplier to an alternative Supplier will incur the following expenses:

- where the remaining contracting term is in excess of 3 months, the expenses paid will be applied to the variance in the Suppliers rates, if applicable, for a maximum of 3 months;
- where the remaining contracting term is less than 3 months, the expenses paid will be applied to the variance in the Suppliers rates the remaining period of the contracting term.

The payments are to be notified by the Authority within 10 days of incurring the additional cost to the Supplier and to be invoiced by the Authority at the end of the calendar month with the payments terms of the Authority or Authority will deduct from money owed.

## **11. Record –keeping, compliance visits, spot checks and Inspections**

When there is no Authority Attendant on the vehicle Suppliers are required to keep a daily log of all journeys carried out in the execution of the service. This log is to include details of journeys undertaken (include driver and passenger attendant details, arrival/departure times, details of 'no shows', and details of incidents and instances of unsatisfactory behaviour by Service Users (refer to Appendix 4 for example template).

Suppliers will be required to submit financial accounts on request by the Authority.

Suppliers must be compliant with the Data Protection Act, implementing recommended systems and reporting data loss as they occur. See Data Protection for the detailed specification.

The Authority expect the Suppliers to carry out spot checks to ensure that all its employees are providing the service required by the Authority in accordance with the Specification and the Conditions of Contract. The Authority reserves the right to request details of the frequency, content and outcome of these checks.

The Authority will also conduct such checks and inspections as it considers necessary to monitor the execution of the service by the Supplier and to ensure compliance with the Specification. These checks and inspections will include:

- Regular and un-notified spot checks on the Supplier's vehicles and staff during the execution of services required by the Authority. The Authority's inspectors will provide appropriate identification to the Supplier's staff prior to commencing checks, and will ensure that they do not cause hazard or undue delay to the completion of the service. The Authority will provide details of such checks to the Supplier in writing, including positive and negative observations, as appropriate.
- Pre-notified compliance audits at the Supplier's nominated premises, against a checklist that will be made available to the Supplier in advance of the audit. The outcome of compliance audits will be notified to the Supplier in writing.
- An un-notified compliance audit at the Supplier's premises where it considers this to be necessary.

The Supplier is required to provide a full response to any observations made by the Authority within 10 working days, including details of any remedial action taken.

The Authority reserves the right to carry out follow-up checks and audits where considered necessary, to increase the frequency of checks and audits, and to issue default notices, where it considers that the Supplier has failed to meet significant requirements of the contract.

## **12. Data Protection and Confidentiality**

The Council considers the protection of sensitive personal and confidential data is of the utmost importance in the execution of the service.

Data protection is monitored by the Information Commissioner's Office, an independent official body. The Information Commissioner is responsible for regulating the Data Protection Act 1998 and has powers to take enforcement action against businesses acting unlawfully. A third party may find themselves subject to legal action should they breach the provisions of the data protection clauses listed in the contract.

The Suppliers must ensure that all staff involved in the execution of the service, including office-based staff, are made aware of their responsibilities for Data Protection and have received appropriate training in the handling and security of personal and sensitive personal information.

The Supplier shall ensure that it has in place appropriate technical and organisational measures to ensure the security and safe storage and disposal of all personal and confidential data (including a document control procedure to guard against unauthorised access, accidental loss, destruction or damage to, the personal data) in accordance with all of the requirements of the Data Protection Act. The Suppliers must ensure appropriate methods for secure and appropriate transfer (including secure email), retention and disposal of data identified as personal or sensitive data by the Council.

The Council will require confirmation and evidence of compliance with the Data Protection Act and the relevant processes and procedures of the Authority prior to commencement of the service. Further, the Council reserve the right to inspect the arrangements for handling, security and disposal of personal and confidential data at its discretion.

A copy of the Act can be located on the Office of Public Sector Information website [www.legislation.gov.uk](http://www.legislation.gov.uk)

### **13. Contract Monitoring, Management & meetings**

The Supplier is required to attend meetings with the Authority concerning the execution of the service when reasonably requested by the Authority. Such meetings will be held as required and will include a formal appraisal of the Supplier's performance under the contract.

The Supplier will be required to attend Safeguarding or Child Protection meetings when requested by the Authority and provide the Authority with information relating to allegations or suspicions of abuse, where necessary.

The Authority will continually review the Supplier's performance and share the outcomes with the Supplier. Reviews will including the service, warnings and default notices. Also any other related correspondence between the Authority and Suppliers, including third party surveys.

### 13.1 **Benchmarking**

The Supplier to support the Authority to undertake benchmarking of Supplier rates and service delivery within the industry and other local authority contracts or as when required by the Authority to ascertain the contract value for money.

### 13.2 **Vehicle tracking reports**

The Supplier will be required to have a 'Live' tracking system within 12 months of the commencement of the contract with the capability to identify and report at all times the location, time to destination, actual arrival time at destination of the Supplier's vehicles for scheduled and ad hoc transport provision. The Supplier shall supply a copy of the attendance report at destinations in support of quality evaluation and when requested by the Authority.

These reports must be standard reports provided from the tracking system software and will be accepted by the Authority of confirmation of the actual attendance time to be used where service delivery has exceeded the agreed journey time and for payment of discounted rates, quality monitoring and non-conformance reporting.

## Appendices

1. London Borough of Hounslow passport procedure for wheelchairs
2. London Borough of Hounslow's Recruitment Policy
3. Childcare Disqualification Guidance and example declaration form
4. Example template for daily journey logs
5. Quality Monitoring & Formulas
6. EU Language Framework
7. London Borough of Hounslow's Code of Conduct

# ***Appendix 1 – Hounslow Council’s Passport Procedure for Wheelchairs***

This passport details as attached are laminated and secured to the service user’s wheelchair.



Passport.pdf

## ***Appendix 2 – Hounslow Council’s Recruitment Policy***



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# ***Appendix 3 – Childcare Disqualification Guidance and Example Declaration Form***



Under 8's Disq  
Declaration - Appen

# *Appendix 4 – Example Template for Daily Journey Logs*



FORTNIGHTLY  
FORMS - SUPPLIERS.

## ***Appendix 5 – Quality Monitoring & Formulas***

<b>Each warning or defaults will expire one full year after issue</b>	<b>% deduction from quality score</b>
Warning 1	2%
Warning 2	4%
Warning 3	= 1 default notice
<b>NOTE:</b> 3 warnings in a rolling year will result in 1 default notice. The default will remain for one full year from the issue of Warning 3.	
1 default notice	6%
2 default notices	8% + 30 days suspension from submitting quotes for routes.
3 default notices	10% + The council may terminate the contract in whole or in part if a total of three defaults occur within a rolling year of individual defaults being issued. In addition there will be an additional 30 day suspension from submitting quotes for routes

- 1) Initial quality % score will be awarded on the basis of the Selection Questionnaire submissions.
- 2) Supplier quality scores will go down on the issue of warnings and defaults as set out above.
- 3) Suppliers have the opportunity to increase their quality scores by re-submitting their method statements annually, however, Suppliers may not re-submit method statements unless they have had a clear 3 months without a warning or default notice.
- 4) Routes will be awarded on a ratio of 60% quality / 40% price, or may be awarded on the lowest price.



## ***Appendix 6 – EU Language Framework***

Level group	Level group name	Level	Level name	Description
A	Basic user	A1	Breakthrough or beginner	<ul style="list-style-type: none"> <li>• Can understand and use familiar everyday expressions and very basic phrases aimed at the satisfaction of needs of a concrete type.</li> <li>• Can introduce themselves and others and can ask and answer questions about personal details such as where he/she lives, people they know and things they have.</li> <li>• Can interact in a simple way provided the other person talks slowly and clearly and is prepared to help.</li> </ul>
		A2	Way stage or elementary	<ul style="list-style-type: none"> <li>• Can understand sentences and frequently used expressions related to areas of most immediate relevance (e.g. very basic personal and family information, shopping, local geography, employment).</li> <li>• Can communicate in simple and routine tasks requiring a simple and direct exchange of information on familiar and routine matters.</li> <li>• Can describe in simple terms aspects of their background, immediate environment and matters in areas of immediate need.</li> </ul>
B	Independent user	B1	Threshold or intermediate	<ul style="list-style-type: none"> <li>• Can understand the main points of clear standard input on familiar matters regularly encountered in work, school, leisure, etc.</li> <li>• Can deal with most situations likely to arise while travelling in an area where the language is spoken.</li> <li>• Can produce simple connected text on topics that are familiar or of personal interest.</li> <li>• Can describe experiences and events, dreams, hopes and ambitions and briefly give reasons and explanations for opinions and plans.</li> </ul>
		B2	Vantage or upper intermediate	<ul style="list-style-type: none"> <li>• Can understand the main ideas of complex text on both concrete and abstract topics,</li> </ul>

				<p>including technical discussions in their field of specialization.</p> <ul style="list-style-type: none"> <li>• Can interact with a degree of fluency and spontaneity that makes regular interaction with native speakers quite possible without strain for either party.</li> <li>• Can produce clear, detailed text on a wide range of subjects and explain a viewpoint on a topical issue giving the advantages and disadvantages of various options.</li> </ul>
C	Proficient user	C1	Effective operational proficiency or advanced	<ul style="list-style-type: none"> <li>• Can understand a wide range of demanding, longer clauses, and recognize implicit meaning.</li> <li>• Can express ideas fluently and spontaneously without much obvious searching for expressions.</li> <li>• Can use language flexibly and effectively for social, academic and professional purposes.</li> <li>• Can produce clear, well-structured, detailed text on complex subjects, showing controlled use of organizational patterns, connectors and cohesive devices.</li> </ul>
		C2	Mastery or proficiency	<ul style="list-style-type: none"> <li>• Can understand with ease virtually everything heard or read.</li> <li>• Can summarize information from different spoken and written sources, reconstructing arguments and accounts in a coherent presentation.</li> <li>• Can express themselves spontaneously, very fluently and precisely, differentiating finer shades of meaning even in the most complex situations.</li> </ul>



## ***Appendix 7 – Hounslow Council’s Code of Conduct***



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\_march\_2015.pdf