
*Issued by: Transport Operations Environment & Transport Department, Leicestershire County Council,
County Hall, Glenfield, Leicester, LE3 8RJ*

Local Bus Services

Schedule 2B - Operational Specification

Valid from 1st August 2022

Version 1.5

LOCAL BUS SERVICES

Schedule 2B – Operational Specifications

Contents

Definitions Used in this Document	3
Requirements of Suppliers and their staff	4
Operating License and Insurance	4
Drivers	4
Care and Diligence	5
Attendance at Meetings	5
Whistleblowing Policy	5
Environment	5
Requirements of the Vehicle and Equipment	6
Vehicle Condition and Passenger Doors	6
Audio, Visual and CCTV	6
Vehicle Equipment	6
Publicity	7
Operation and Penalties	7
Operation	7
Penalties	9
Variation and Sub-Contracting	9
Variation.....	9
Sub-contracting.....	10
Contract Payments, Fares and Inspection	10
Payments and price variations.....	10
Bus Service Operators Grant	12
Fares and Concessionary Travel	12
Inspection, Audit and Statistics	13
APPENDIX A: FAILURE TO OPERATE SERVICE AS SPECIFIED	14
APPENDIX B: SCHEDULE OF PENALTY POINTS.....	15

Definitions Used in this Document

Throughout this entire document except where the context clearly implies otherwise, the following definitions shall apply:

‘Authority’ means Leicestershire County Council

‘CCTV’ means Closed Circuit Television

‘Contract’ means the contract awarded for the provision of services entered into between the Authority and the Supplier(s).

‘Large Vehicle’ means a vehicle of greater than 8 seats.

‘S Notice’ means a roadworthiness prohibition that is issued as a result of a significant breakdown in the maintenance procedures agreed as part of the operator’s license.

‘Supplier’ means an appropriately licensed individual, company, organisation, legally existing firm or sole trader that is engaged by the Authority to provide passenger transport services.

‘Service’ or ‘Services’ mean the passenger transport services delivered by the Supplier to the Authority including without limitations works and obligations to be provided by the Supplier pursuant to the Contract including as specified in Schedule 1 Schedule One at Annex 1: Service Specification and this Annex.

‘Tender’ means the Supplier’s Tender.

Document Control

Issue	Amendment Detail	Author	Date
V1.0	Final version published – to 31 st May 2017	BM	1/6/16
V1.1	Expiry date extended for one year until 31 st May 2018	BM	10/1/17
V1.2	Expiry date extended for one year until 31 st May 2019	BM	1/6/18
V1.3	Expiry date extended for one year until 31 st May 2020	BM	1/6/19
V1.4	Revised version, published 1 st April 2022	DT	1/4/22
V1.5	Updated version, published 1 st August 2022	DT	1/8/22

These specifications which relate to the general operation of Local Bus Services should be read in conjunction with Schedule 2A - Terms and Conditions which covers European Union and United Kingdom domestic legislative requirements. They also relate to the Schedule One at Annex 1: Service Specification that are issued with individual services operated by Suppliers.

Requirements of Suppliers and their staff

Operating License and Insurance

1. In particular but without prejudice to the generality of the foregoing, it is hereby agreed and declared that it shall be the Supplier's sole responsibility:
 - a. to obtain any necessary Public Service Vehicle (PSV) Supplier's licence, community bus permit, vehicle excise duty (road tax); vehicle insurance and MOT test certificate (when required) and to display required licenses / discs as appropriate.
 - b. Control of operator discs. Contracts must be operated with a vehicle displaying a disc within the control of the contract holder (with the exception of sub-contracting authorised by the Authority).
 - c. to ensure that all drivers hold any necessary PSV or driving licence and any other necessary qualifications and comply at all times with any relevant regulations.
 - d. to promote confidence in the professionalism associated with contracted passenger transport operation.

Drivers

2. The Authority retains the right to suspend, either temporarily or permanently, named staff from working on specific or any the Authorities passenger transport contracts. Please note that suspensions pending an investigation into an incident should be considered a neutral act and may be as much to protect staff as passengers.
3. Drivers are expected to demonstrate compliance with Certificate of Professional Competence regulations (a minimum of 35 hours training in a 5-year period) or equivalent legal requirement. For more details, please contact the Authority.
4. Drivers must not use mobile phones whilst the vehicle is in motion, while any call taken or made when the vehicle is stationary must relate to the operation of the Contract.
5. Drivers must be smartly and appropriately dressed so as to inspire confidence in passengers. This means that they should wear clothing which:
 - a. is appropriate to their role
 - b. is not likely to be viewed as offensive, revealing, or sexually provocative
 - c. does not distract, cause embarrassment or give rise to misunderstanding
 - d. is absent of any political or otherwise contentious slogans
 - e. is not considered to be discriminatory and is culturally sensitive

6. Drivers must be able to supply general information about terminal points of other services in towns served by the contract service and must be able to refer passengers to the National Transport Helpline (Traveline) or alternative call centres for other queries.
7. All Suppliers and their staff must comply with the Authority's published guidelines and Codes of Practice as appropriate e.g. Guidelines for Drivers, Moving & Handling Manual, Carriage of Wheelchairs and Tail-lift operation.
8. Smoking and the use of e-cigarettes and similar devices is not permitted by any person on any vehicle, immediately before or during the contract operation and notices to that effect must be displayed in the vehicle. Suppliers are reminded that PSVs are considered to be public places and covered by smoking legislation. References to "smoking" shall include reference to the use of e-cigarettes and similar devices.
9. Drivers must exercise care for their passengers, preferably with the help of customer care training. This includes communications with customers, a considerate driving style, and showing particular attention to the needs of elderly, disabled and vulnerable passengers and young children.

Care and Diligence

10. It is a specific condition of the payment of monies under any Contract, that the Supplier shall ensure that vehicles and employees used in the provision of Services are fully licensed under the appropriate Acts of Parliament and regulations and that all the appropriate certificates and licenses are at all times in full force and effect.

Attendance at Meetings

11. The Supplier shall attend or be represented by a person approved by the Authority at all meetings convened by the Authority in connection with the Service to which they may be invited, including regular progress and/or performance review meetings, and shall advise and assist the Authority on all matters relating to the Service which lie within the scope of the duties the Supplier has assumed.

Whistleblowing Policy

12. The Supplier will ensure the dissemination of the Authority's "Supplier Whistleblowing Policy" (which can be found by following the following link <https://www.leicestershire.gov.uk/sites/default/files/field/pdf/2020/8/4/LCC-supplier-whistleblowing-policy-v5.pdf> (as may be updated from time to time) to all current and future employees and sub-contractors who have an active involvement in Contracts for the Authority and any other employees as appropriate.
13. The Supplier shall assist and advise the Authority with regard to any matter, or item, that may be the subject of arbitration, enquiry or litigation, and, if required by the Authority, the Supplier shall attend and give evidence and authorise, assist and advise the Authority in any arbitration or before any court of inquiry held in relation to the Service.

Environment

14. The Supplier shall perform the Contract in such a way that it supports the Authority's Environmental Policy and Environmental Purchasing Policy, details of which can be found on the Authority's website/on the following link (as may be updated from time to time) <https://www.leicestershire.gov.uk/sites/default/files/field/pdf/2020/7/13/Environment-Strategy-2018-2030-delivering-a-better-future.pdf>.

Requirements of the Vehicle and Equipment

Vehicle Condition and Passenger Doors

15. Every vehicle used in the operation of this contract must:

- a. be in a fit and serviceable condition for providing the service required.
- b. have exterior paintwork, interior seats and fittings in good condition such as to promote confidence in users.
- c. have effective heating, lighting and ventilation.
- d. be clean internally and externally at the start of each day's operation and be cleaned out during the course of the day as necessary.
- e. carry a first aid kit in accordance with current guidelines of the Health and Safety Executive, see www.hse.gov.uk.

16. All vehicles with more than 16 passenger seats must:

- a. have a powered passenger door operable by the driver from a normal seated position.
- b. have any external door in the driver's direct line of sight fitted with glazed panels.

17. All large vehicles must have a front passenger door positioned so that boarding and alighting passengers walk past the driver. This enables the driver to check passes, take fares and issue tickets (if appropriate) as well as ensuring that passengers have alighted safely.

Audio, Visual and CCTV

18. The vehicle's audio and visual devices are not to be played while being used in service on the Authority's supported contracts.

19. Where CCTV systems are in operation, the Supplier must comply with the relevant legislation governing the operation of overt CCTV systems, including clearly displaying CCTV notices. For CCTV systems provided by the Authority, the Supplier will also adhere to the specific CCTV agreement.

20. The Supplier will be the 'Data Controller' and the 'Data Processor' for any CCTV recordings made during operation of any journey provided under contract.

21. The Supplier will co-operate in the installation and use of CCTV, a vehicle tracking device, communication device or other device(s) on the vehicle(s) normally operating the contract. The Supplier will comply with the Authority's separately published agreements for such equipment.

Vehicle Equipment

22. All equipment used in assisting passengers must be fit for purpose and Suppliers must ensure that all relevant staff are properly trained in its use.

23. The Supplier shall ensure that the route number and destination and other information signs as specified by the Authority and relevant to the Contract are displayed in the vehicle

when operating services under this Contract. Suppliers must not display the route number and destination at other times.

24. The route number and destination must be displayed by means of a digital, LED or dot matrix display and comply with Schedule 2 of the PSV (Accessibility) Regulations 2000. By prior agreement with the Authority, and up to a period of 3 months from the start of a contract, the route number and destination may be displayed by means of a temporary board provided at the Supplier's expense. Temporary boards will also be allowed in 'substitute' vehicle(s).
25. Where accessible information in the form of audio and visual route and next stop announcements are supplied on board buses helping to remove barriers to bus travel particularly for those with disabilities or accessibility needs they must be provided at specified points on a journey when it can be used by passengers, be discernible by passengers throughout a vehicle, and by people using audible induction loops, not provided solely in a manner which requires users to purchase or possess smart devices in order to access it, timed so that it is useful in informing passengers decisions whether to alight.
26. In the event of a puncture - an emergency wheel or a tyre that can legally be repaired with a puncture sealant must only be used to complete a contract journey that has been started. Follow the guidance concerning maximum speeds when using such tyres, amend route if necessary, to avoid motorway driving. If the use of an emergency wheel or repaired tyre could jeopardise the safety of passengers, then arrangements should be made to safely transfer passengers on to a replacement vehicle.

Publicity

27. In the case of minimum subsidy Contracts, the Authority shall not be under any liability to the Supplier to provide publicity for the services specified in Schedule 1. Publicity must be provided by the Supplier at least to the level stated within Schedule 1.
28. Copies of the service timetable must be made available to passengers on request.
29. The Department for Transport (DfT) wants to make it easier to travel by bus, to do so they wish to add an extra dimension to the journey planner, timetables and contact centre supplied by Traveline. To make these changes and improve the ability to travel by bus the DfT require bus operators to provide open, accurate and up-to-date data (Bus Open Data Service (BODS)) to allow real time vehicle location and fares information to be added. To ensure this data is supplied the public service vehicle open data regulations the Public Service Vehicles (Open Data) (England) Regulations will enable enforcement and compliance of these requirements. The Authority requires that all operators providing services on the Authority's behalf meets all requirements as set out in the Public Service Vehicles (Open Data) (England) Regulations and all deadlines in providing their open data in accordance with the timetable as detailed in the regulations.

Operation and Penalties

Operation

30. Contract services should be on time at the start of each journey and thereafter at each timing/pick-up-point; no Contract should run early, and late running is only excusable in circumstances beyond the Supplier's control. The correct route and pick-up points should be followed as those issued as part of the Contract unless the driver is prevented from doing so by roadworks or similar.

31. The Supplier or his/her representative must be contactable by 'phone during the period of the contract and up to 30 minutes before it starts to assist the Authority with the contract and have available e-mail facilities or other online systems to assist in communications with the Authority concerning the Contract. The Supplier or his/her representative must be suitably conversant with the Contract as to be able to manage any queries or amendments to the Contract in an effective and professional manner.
32. The driver must be contactable during the hours of operation of the Contract, but the driver must not use mobile phones whilst the vehicle is in motion. Any call taken or made when the vehicle is stationary must relate to the operation of the Contract.
33. The Supplier must inform the Authority of any changes relating to the scheduled requirements of the Contract, including any substantial delay, non-operation or other elements that these affect the operation of the Contract.
34. Any changes to the Contract schedule known by the Supplier must be reported to the Authority by the Supplier within 5 working days. Any payments made for Contracts found not to have operated, or not operated as per the authorised schedule will be disputed by the Authority and repayment sought from the Supplier.
35. The Supplier must report by telephone to the Authority all accidents, breakdowns or other significant delays that occur whilst operating the Contract. This information is to be given as soon as possible after the breakdown or similar occurs.
36. In the event the Authority being in receipt of a complaint about the operation of the service, the Supplier must provide an explanation of the event within one working day of its request. If the complaint is made direct to the Supplier, then they must reply in writing to the complainant within 3 working days, with a copy of the reply sent concurrently to the Authority.
37. Any vehicle used in the operation of this contract must not be:
 - a. refueled during scheduled journeys, unless otherwise exempted by the Authority
 - b. left unattended with the engine running or with passengers on board.
38. The Supplier will be responsible for all fees and charges associated with operating the Contract, for example bus station departure charges, road tolls and parking charges etc.
39. No additional payment will be made for waiting time unless approved by the Authority prior to or at the time it occurs.
40. No additional payment will be made for cleaning costs.
41. No additional payment will be made for damage to vehicles or Suppliers property caused by a service user or third party. This should be covered under the company's insurance policy.
42. On Bank and Public Holidays, Contract operation shall be as follows:
 - a. Christmas Day, Boxing Day and New Year's Day - No service.
 - b. Good Friday - Normal day of operation

- c. All other Bank and Public Holidays not included in a) or b) a revised service will operate, details of which will be provided in schedule 1.

Penalties

43. If the Supplier is unable to operate their journey(s) then the Authority may make emergency cover arrangements on behalf of the Supplier. The Authority will not pay for the journeys that the Supplier is unable to operate and will charge the Supplier an administration fee of £30 (per arrangement).
44. The Authority reserves the right to vary the administration fee by separate notification. The Supplier will also be liable to pay any additional cost of the emergency contract that is over and above the cost of their Contract.
45. The Authority operates a system of penalty points for any failure to operate Services as specified in individual Contract Schedules (including the Invitation to Tender – part A and/or any official order), so as to ensure any penalties applied are fair and consistent; the system in use is described in Appendix A to this schedule.
46. This system does not remove the right of the Authority, to terminate the Contract in accordance with clause 30 of Schedule 2A.
47. The Contract shall cease and terminate forthwith except to the extent the parties shall fulfil their obligations under the Contract up to the time of termination and without prejudice to the parties' rights to seek compensation for any breaches.

Variation and Sub-Contracting

Variation

48. Prior approval must be sought to operate vehicles that do not conform to Contract specification. Whenever vehicles are operated which do not meet the contracted specification the Authority will reduce the contracted price by one third for the period that such vehicles are used unless otherwise previously agreed. It should be noted that this clause applies regardless of whether approval to run such vehicles has been given but in the case of prior approval penalty points will not be awarded. The contracted price referred to in paragraph 48 of Schedule 2B refers to the cost per annum as supplied by the Supplier divided by 1/12th that the Supplier will invoice the Authority per invoice period (a calendar month) for each lot.
49. Variations of a temporary nature (less than 6 weeks) and which represent no more than 10 miles per day change in mileage operated will not attract an alteration to Contract rates. Variations that last more than 6 weeks and increase mileage by more than 10 miles per day will attract a marginal increase for the period of time and distance over and above the initial 6 weeks and 10 miles. No additional payment will be made unless approved by the Authority in advance of the route variation.
50. Additional (or reduced) picking up and setting down points online of route that do not affect the overall mileage of the route will not attract any change in Contract rates.
51. Permanent variations in mileage smaller than 10% from the original Contract specification (live mileage as stated in the original schedule) will not attract any change in Contract payments. For permanent variations greater than 10% and for temporary variations the tendered rate per mile may be used as a basis for the Authority to approve any appropriate increase. Please note that mileage reductions covered by the above will attract decreases

in Contract payments. In the absence of a tendered rate per mile the mileage rate will be calculated on the basis of Contract price divided by Contract mileage.

Sub-contracting

52. The Supplier shall not assign, sub-contract or otherwise dispose of his/her interest under this contract without receiving in advance the consent of the Authority provided that this condition shall not prohibit the Supplier from arranging for the provision of a service under this contract by vehicles operated by a third party in an emergency (in which case the Supplier shall inform the Authority as soon as possible afterwards).

Contract Payments, Fares and Inspection

Payments and price variations

53. Unless otherwise agreed in writing, payment will be made following receipt of a correct invoice and accompanying information as detailed below. Only one invoice per contract per operational calendar month will be permitted. No invoice will be accepted for processing before the last journey of the previous operational calendar month has been completed; payment will then be made in arrears within 30 days of receipt of an undisputed invoice for the previous period of operation, or within 30 days of the last day of operation of the previous period, whichever is the later.

- a. Where monitoring forms are required, they MUST be completed accurately and submitted at the same time as the invoice. Failure to disclose lost or late mileage on monitoring forms will attract penalty points and is likely to delay payment.
- b. Where there will be less than 5 days operation in a calendar month these days should be added to the previous month's or subsequent month's invoice.
- c. The preferred method of payment is by BACS, unless otherwise agreed by the Authority.
- d. If the Supplier is a limited business, then payments will only be made to that named business account. Payment will only be made to an individual's account if the Supplier is a sole trader or if they are the owner of the business (excluding factoring arrangements).
- e. Suppliers will be expected to observe and apply the 30-day payment terms specified above to any payments that they are required to make to their sub-contractors and sub-contracting arrangements that have been agreed by the Authority
- f. Contract payments will be based on an annualised rate. A daily rate, based on the annualised price, will only be used to reconcile contracts that start or finish part way through a financial year.
- g. In the case of minimum subsidy contracts the Authority will pay the Supplier in respect of each calendar month following the receipt of an invoice and monitoring form covering that period.
- h. In the case of minimum cost Contracts, the Authority will pay the Supplier in respect of each calendar month following receipt of an invoice and monitoring form covering that period. The amount to be paid will be the appropriate portion of the annual revenue guarantee less the income attributable to the service for that period, with the proviso that for any period in which the income attributable exceeds the revenue guarantee that surplus shall be carried forward and offset against the next and, if necessary, succeeding periods by credit note. The annual revenue guarantee will be allocated in 12

monthly periods based on the equivalent split of the annual tendered price.

- i. The information to be included in the monitoring form will be determined from time to time by the Authority but will include: -
 - Farebox revenue
 - Passenger journeys (including journeys made with return tickets, season tickets or other forms of multi-journey tickets)
 - Concessionary travel journeys
 - Lost mileage and journeys not operated
 - Journeys operated with a vehicle which does not comply with the contract specification.
- j. In addition, for minimum cost contracts, information relating to concessionary travel journeys must be supplied in a form to allow the Authority to claim reimbursement from the relevant Travel Concession Authority.

54. Suppliers have the option to join the Authority's faster payments scheme. If the Supplier agrees to deduct 1% from invoice totals, the Authority will pay within 14 days of receipt of an undisputed invoice for the previous period of operation, or within 14 days of the last day of operation of the previous period, whichever is the later. Once a Supplier joins the scheme, the discount must be applied to all the Supplier's invoices for the relevant types of work. The Authority reserves the right to withdraw the faster payments scheme at two months' notice and a notice period of one month is required from Suppliers joining or leaving the scheme.

55. No payment will be made for any contracted journey(s) cancelled by the Authority with at least 5 Working Days, the Authority will pay 65% of the normal rate. For any journey cancelled with very short notice, for example when a driver has set out, the Authority will pay the normal rate for that journey.

56. No payment of contracted price will be made for journeys that run early or, through the fault of the Supplier (including mechanical failure), run more than 30 minutes late or not at all. Payment will be reduced by a third for journeys which run, through the fault of the Supplier, between 10 and 30 minutes late. For these purposes the price of the Contract will be deemed to be spread evenly across the annual or daily Contract mileage as appropriate. Please note that it is expected that every effort is made to operate all journeys. Drivers should contact their supervisor before not operating journeys. Last journeys must always be operated, and no sections of route should be missed out. Regular lateness should be reported to the Authority.

57. An allowance of up to 8% of journeys per invoice period (a calendar month) may be operated by a vehicle not conforming to the contract specification but the Authority must be informed at the earliest opportunity and the Supplier must declare on the monitoring form any journeys operated by a non-specification vehicle. Whenever a vehicle to the contract specification is not available, a vehicle which meets the minimum vehicle specification option in the tender must be used. The Authority will reduce the contracted price by 10% for the period that such vehicles are used but penalty points will not be awarded to the contract.

58. The use of a non-specification vehicle outside the 8% allowance must be agreed in advance with the Authority and the contract price will be reduced by 20% for the period such vehicles are used. Failure to agree the use in advance or to declare journeys operated by a non-specification vehicle will also attract penalty points.

59. Every vehicle should be fitted with an electronic ticket machine, appropriately fixed to the vehicle, capable of providing a report of tickets issued by individual journey and recording the acceptance of all types of passes including travel concessions and/or other specified special tickets.
60. Pupils or students in possession of valid passes or permits issued or authorised by the Authority shall be conveyed to their destination free of charge.
61. All contracts that have been running for a minimum of 12 months will be eligible for a price review from the following 1st April each year, provided there has been no price adjustment within the previous 12 months. Each Supplier will need to request a price review for their contracts, this request must be received by 30th November of the previous year. Any price variation applied will be at the discretion of the Authority, will be uniform across all contracts that the supplier is seeking a price variation and will not exceed the prevailing CPI (Consumer Price Index)¹.
62. Any requests received for a price review after 30th November will in exceptional circumstances be considered, however, any price adjustments will only be applied after four whole calendar months have passed, for example if a request is received on 15th December, any adjustment will be applied from the following 1st May.
63. The costs levied by any information service shall be borne by the Operator, where the Contract has been awarded on a Minimum Subsidy Basis. If the Contract has been awarded on a Minimum Cost Basis the Authority will be responsible for the costs levied by any information service.

Bus Service Operators Grant

64. No additional payment will be made for BSOG on minimum subsidy contracts all tender prices should be inclusive of all direct operational costs.

Fares and Concessionary Travel

65. Every passenger on payment of the fare either by contactless method or coinage shall be issued with a ticket showing the fare paid, and the Supplier shall maintain the system of daily income in sufficient detail to identify the revenue collected on each journey. All denominations of legal tender will be accepted in payment of fares and appropriate change given. Passengers travelling at concessionary rates should be asked to show appropriate authorisation.
66. Suppliers must record all passengers travelling with Local Authority concessionary passes even if of nil value. Suppliers who do not comply with this clause will not be able to operate any Leicestershire County Council local bus service Contract.
67. In the case of minimum subsidy local bus contracts, the Supplier must mutually agree with the Authority of any changes in fare levels with at least 28 days' notice. Passengers must be given at least 14 days' notice of agreed changes.
68. In the case of minimum cost local bus service contracts, the Supplier shall charge such fares as are specified by the Authority and those fares shall be varied in accordance with the Authority's instructions.
69. In the case of both minimum subsidy and minimum cost local bus contracts children are

¹ <https://www.ons.gov.uk/economy/inflationandpriceindices>

defined by age as being 5 to 15 inclusive. The reduction in child fare from the adult equivalent shall be mutually agreed between the Authority and Supplier. Any further changes in the definition of children's fare and children's age shall be mutually agreed between the Authority and the Supplier. Children under the age of 5 shall be carried free of charge provided they do not occupy a seat to the exclusion of a fare paying passenger and a fare paying passenger accompanies them.

70. On minimum cost local bus service contracts, no free travel is to be permitted without specific permit approved by the Authority, except for holders of valid driver County Council registration badges. The fare table for the service should be displayed in the interior of the vehicle. A sample ticket (enlarged) should be displayed in the vehicle, explaining the details printed on the ticket.

Inspection, Audit and Statistics

71. Council Officers may:

- a. inspect the vehicle provided immediately before, during or after operation of any journey.
- b. by prior agreement inspect vehicles not in operation.
- c. inspect maintenance facilities and records
- d. inspect passes of passengers.
- e. request relevant information from drivers and passengers.

72. In normal circumstances, inspections will be carried out so as not to delay subsequent journeys unduly.

73. Council Officers will be permitted access on demand to all relevant books, documents, vouchers, tickets and accounts at any reasonable time or times. The Supplier shall provide the Authority with accurate statistics showing performance of each Service as the Authority shall reasonably require.

APPENDIX A: FAILURE TO OPERATE SERVICE AS SPECIFIED

1. The penalty points system described in this appendix is designed to ensure that failures to meet the contract conditions are followed up with a penalty which is appropriate to the failure and fairly applied and which gives the Supplier an incentive to improve performance.
2. The following rules will determine the application of penalty points and the award and termination of Contracts:
 - (a) Failure to comply with contract conditions will lead to the application of penalty points as detailed below, in a range from 1 to 20.
 - (b) Each set of penalty points will be attached to the Contract for a period of 1 year. If at any time a Contract has 20 or more points attached to it, that Contract will be terminated, either immediately or, at the discretion of the Authority, after a notice period. For the avoidance of doubt each set of penalty points being attached to the Contract for a period of 1 year means that the penalty point will be set at to zero 12 months after the first occasion the Supplier received notification of penalty points and not 12 months after the Commencement Service Date
 - (c) Some failures will not have a penalty points score but will instead result in immediate Contract termination. Particularly serious failures may result in further action being taken against the Supplier. For example a vehicle allocated to a Contract that is deemed to be in a condition that would attract an immediate prohibition with 'S' notice would result in the termination of that Contract and the suspension of consideration of tender awards for a period of time.
 - (d) in awarding Contracts, consideration will be given to the performance and abilities of Suppliers.
 - (e) Points applied will be factored according to the frequency of services on the Contract, as follows:

Contracts having more than 120 single journeys per week – penalty points detailed below x 0.25
Contracts having 61 to 120 single journeys per week – penalty points detailed below x 0.5
Contracts having 13 to 60 single journeys per week – penalty points detailed below x 0.75
Contracts having up to 12 single journeys per week – penalty points applied as below

For the avoidance of doubt the penalties will be awarded on the individual journeys.
 - (f) If the same failure is recorded a second time after the first instance, within 56 days of that first instance but after sufficient time has been allowed for remedial action to be taken, double the factored penalty points will be applied.
 - (g) Following breaches of contract conditions Suppliers may be suspended or excluded from further Contract awards, either temporarily or permanently.

APPENDIX B: SCHEDULE OF PENALTY POINTS

Note: **V** denotes that the number of points will be variable at Council's discretion
T denotes immediate termination of contract

CONTRACT CONDITION SCHEDULE & PARAGRAPH	PENALTY POINTS APPLIED FOR FAILURE TO OPERATE SERVICES AS SPECIFIED	
Schedule 2A	Variable at the Authority's discretion, unless otherwise stated	V
Schedule 2B	As below	-
	Requirements of Suppliers and their staff	
1a	Operating without licenses, tax, insurance or MOT	T
1a	Failure to display licenses, tax, insurance or MOT	7
1b	Operating with licence that is not held by Contract holder	T
1c	Driving without licenses / not complying to regulations	T
1d	Inability to promote confidence / professionalism	V
2	Use of barred Drivers	V
2	Failure to suspend Driver during investigation	7
3	Non-compliance of CPC regulations or equivalent	5
4	Failure to comply with Driver Guidelines and using mobile phone whilst driving	V
5	Drivers inappropriately dressed	2
7	Failure to comply with Codes of Practice and Guidelines	V
8	Failure to display 'No Smoking' signs	2
8	Smoking on vehicle prior to or during the contract operation	7
9	Lack of customer care	4
10	Failure to comply with licensing obligations	V
	Requirements of the Vehicle and Equipment	
14a	Not operating a fit and serviceable vehicle	V
14b	Poor vehicle condition (does not promote confidence in users)	V
14c	Ineffective heating, lighting or ventilation	2
14d	Lack of cleanliness	2
14e	Not carrying a first aid kit	5
15a	Operating a 16+ seat vehicle without a powered passenger door	5
15b	Inadequate / inappropriate front passenger door	5
16	Lack of large vehicles having a front passenger door positioned so that boarding and alighting passengers walk past the driver.	5
17	Inappropriate use of audio / visual devices	2
18	Breach of legislation or agreement, applicable to the Contract on which the CCTV system is in use on or destined for use on, including failure to clearly display CCTV notices	2
19	Amending / Deleting CCTV recordings without the Authority's approval	2
20	Non co-operation with installation and use of CCTV or other devices	V
20	Not complying with published guidelines on the use of CCTV or other devices	V
21	Unavailability / Incorrect use of vehicle equipment	7
22/23	Not displaying boards or blinds / displaying boards or blinds incorrectly	2
24	Using an emergency wheel incorrectly	5

	Information	
27/28/29	Failure to supply information regarding the service	5
	<u>Operation and Penalties</u>	
30	Early running	7
30	Late running 10 minutes to 30 minutes	3
30	Late running 31 minutes to 60 minutes	5
30	Over 60 minutes late or non-operation	7
30	Incorrect route or pick up points	7
31	Unable to be contacted immediately prior to and during operation	3
31	Lack of operational knowledge of contract	3
32	Driver unable to be contacted during hours of operation	4
33	Non-operation of contract without any notification or reason	V
33	Failure to inform the Authority of contract changes	V
34	Failure to notify the Authority of changes within 5 working days	V
34	Overcharging due to non-declaration of changes	V
35	Failure or delay reporting incident, accident or breakdown to the Authority	2
36	Failure to handle complaints correctly	2
37a	Refueling on service	3
37b	Vehicle left unattended (with engine on or passengers on)	5
	Variation and Sub-Contracting	
48	Operating non-specification vehicle without prior approval	5
49	Contract varied without prior agreement	7
52	Sub-contracting without prior agreement from the Authority	5
	Contract Payments, Fares and Inspection	
53	Submission of invoice before end of operational period	V
53	Submission of more than one invoice per contract per calendar month	V
53a	Incomplete / inaccurate / missing monitoring form	V
53e	Failure to pay sub-contractor within a specified period (max 30 days)	5
54	Leaving the 1% scheme with less than one month's notice	V
55	Incorrect invoicing / Overcharging due to cancelled journeys	V
55	Incorrect invoicing / Overcharging due to journeys not operated due to adverse weather	V
56	Incorrect invoicing / Overcharging due to journeys not operated due to the fault of the Supplier	V
58	Use of a non-specification vehicle	5
59	Failure to issue a receipt	5
60	Failure to accept valid passes or permits	5
65	Failure to issue ticket	5
67	Failure to provide 14 days' notice to passengers prior to fares change	5
69	Failure to comply with child fare regulations	5
70	Failure to carry and correctly interpret a fare table	2
71	Non-checking of concessions	5
71	Refusing access to inspect vehicle and/or maintenance documents	7
72	Refusing access to relevant books and documents	V
73	Failure to provide accurate statistics	5