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

Passenger Transport Framework Agreement & Contract Conditions

For the provision of

Small Vehicle Passenger Transport Services (SV4)

1 to 8 passenger seats

1st May 2015 – 30th April 2018

and

Large Vehicle Passenger Transport Services (BB2)

9+ passenger seats

For contracts tendered between

1st June 2012 - 31st May 2016

Version 1.0

Date: 1st May 2015

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DEFINITIONS USED IN THIS DOCUMENT

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

'Agreement' or 'Framework' or 'Framework Agreement' means the Framework Agreement for Passenger Transport Services entered into between LCC and the Operator under cover of which LCC will enter into individual Contracts.

'Contract' means the contract awarded under the Agreement entered into between LCC and the Contractor(s).

'Contractor' means the Operator accepted on to the Agreement and/or Contract and engaged by LCC to provide passenger transport services.

'Invitation to Tender' means the documentation issued by LCC to prospective Contractors inviting the submission of Tenders in respect of this Agreement.

'Large Vehicle' means a large vehicle of minimum 9 passenger seats.

'LCC' or 'Council' or 'Authority' means Leicestershire County Council which commissions the Services under the Agreement or any officer or member acting on behalf of that authority.

"Mini-competition" means a further pricing exercise that will operate under this Agreement. This will take the format of a further Tender process that will be open only to Contractors on the Agreement.

'Operator' means an appropriately licensed individual, company, organisation, legally existing firm or sole trader that can provide passenger transport services.

'Small Vehicle' means a small vehicle of maximum 8 passenger seats licensed to carry passengers for hire or reward.

'STG' means the Sustainable Travel Group of Leicestershire County Council or any duly authorised officer acting on the STG's behalf.

'Service' or 'Services' mean the passenger transport services delivered by the Contractor to LCC under the Agreement or any Contract.

'Tender' means the Operator's Tender affording them acceptance on to the Agreement.

'Tenderer' means an Operator submitting a Tender for acceptance on to the Agreement.

'Taxi' means a small vehicle of maximum 8 passenger seats licensed to carry passengers for hire or reward.

'TUPE' means Transfer of Undertakings Protection of Employment Regulations 2006.

APPENDIX 2:

SCHEDULE 2A: CONDITIONS OF AGREEMENT AND CONTRACT FOR MAINSTREAM, SEN AND SOCIAL CARE TRANSPORT (EXCLUDING LOCAL BUS SERVICES)

These conditions which relate to the European Union and United Kingdom domestic legislative requirements of this Tender should be read in conjunction with Schedule 2B which covers the general operation of small vehicle passenger transport Contracts (up to and including 8 passenger seats) or large passenger transport contracts (9+ passenger seats).

These conditions will apply to the Framework Agreement and will also apply to all and any individual Contracts awarded following mini-competitions under the Framework.

In addition to the guidance and contract conditions that have been set out in this Framework document, all contracts that are tendered and let through electronic auctions (eAuctions) will also be subject to the eAuction guidelines and Rules of Participation.

Law

1. The Agreement shall be interpreted in accordance with English law and subject to the exclusive jurisdiction of the English Courts.

Indemnity and Insurance

2. The Contractor shall indemnify and keep indemnified LCC against the injury to, or death of, any person, and loss of, or damage to, any property including property belonging to LCC except and to the extent that it may arise out of the act, default or negligence of LCC, its employees or agents not being the Contractor or employed by the Contractor and except as aforesaid against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof, or in relation thereto.
3. Without thereby limiting its responsibilities under this condition, the Contractor shall insure with a reputable insurance company against the injury of, or death of, any person and the loss of, or damage to, any property arising out of or in consequence of the Contractor's obligations under the Agreement and against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect thereof.
4. For all claims the insurance cover shall be as a minimum £5,000,000 (Five million pounds) Public Liability Insurance, £10,000,000 (Ten million pounds) Employer's Liability Insurance, where applicable, or such greater sum as the Contractor may choose in respect of any one incident and the Contractor's insurance policy effecting such cover shall have the interest of LCC endorsed thereon, or shall otherwise expressly by its terms confer its benefits upon LCC.
5. The Contractor shall supply to LCC forthwith upon request by LCC a certificate from their insurers or brokers confirming that the Contractor's insurance policies comply with these clauses 2 to 4 and the Contractor shall supply to LCC copies of all insurance policies, cover notes, premium receipts and other documents necessary in LCC's opinion to establish compliance with these clauses 2 to 4.

Care and Diligence

6. It is a specific condition of the payment of monies under this Agreement and/or any Contract operating under this Agreement, that the Contractor 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 licences are at all times in full force and effect.
7. The Contractor shall exercise reasonable skill, care and diligence in the performance of all the duties agreed to be performed by them hereunder.

Compliance with LCC's specification and the STG's Instructions

8. The Contractor shall in carrying out their duties hereunder conform to and comply with the terms of LCC's specification, and provisions made in their Tender submission and all subsequent instructions of the STG which shall be confirmed in writing so far as such instructions are applicable to the Services hereunder agreed to be performed by them, and in the case of any conflict between the terms of LCC's specification and any subsequent instructions the subsequent instructions shall prevail.
9. The Contractor shall obtain written prior approval of the STG to any modification of any instruction earlier approved by the STG.

Observance of Statutory Requirements and LCC Policy

10. The Contractor shall:
 - a) comply with all statutory and other provisions to be observed and performed in connection with the Services provided under the Agreement and shall indemnify LCC against any breach thereof and in particular the Contractor shall indemnify in full LCC, its servants and agents against any and all actions, claims, demands, proceedings, damages, costs, charges, expenses and fines whatsoever arising out of the Contractor's failure to comply with their obligations irrespective of any negligence or default thereunder of LCC, its servants or agents.

Amendment to Agreement Procedures

11. From time to time, it may be necessary to amend or update the wording contained within the Agreement. If this occurs, then all relevant operators will be given at least one month's written notice. For minor changes, it will be assumed that operators will accept these unless they provide written notice to proactively reject them. Operators who reject any minor changes will be removed from the Framework.
12. In some cases, depending on the importance of the changes being made, all relevant operators may be required to provide written acceptance to the revised Agreement. Operators who fail to accept a revised Agreement within a specified timeframe will be removed from the Framework.

Termination of Agreement

13. The Council may terminate a Contractor's inclusion in the Framework Agreement and/or any Contract by notice in writing with immediate effect where:

- a. the Contractor is an individual or a firm and a petition is presented for the Contractor's bankruptcy, or a criminal bankruptcy order is made against the Contractor or any partner in the firm, or the Contractor or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Contractor's or firm's affairs; or
 - b. the Contractor is a company, if the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or
 - c. where the Contractor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - d. or any similar event occurs under the law of any other jurisdiction.
14. The Council may terminate the Framework Agreement and/or any Contract, or terminate the provision of any part of the Contract by written notice to the Contractor or the Contractor's Representative with immediate effect if the Contractor commits a breach of their obligation(s) under the Agreement and if:
- a. the breach is not, in the opinion of the Council, capable of remedy; or
 - b. the breach is material to the Agreement or Contract
15. Further terms of termination of individual Contracts within the Framework are shown in Appendix 2 Schedule 2B.

End of Agreement Procedures

16. At the end of the Agreement (howsoever arising) and/or after the expiry of the Agreement the Contractor shall provide all reasonable assistance and information to LCC and any new or replacement Contractor engaged by LCC to continue or take over the performance of the Agreement in order to ensure an effective handover of all Services then in progress.

Remuneration of Contractor

17. Unless otherwise agreed in writing between the parties, then subject to the Services provided by the Contractor being in the opinion of the STG complete and satisfactory the STG shall normally pay to the Contractor on the 30th day following the receipt of a valid and undisputed invoice the fee due in accordance with the terms of the Agreement. The preferred method of payment is by BACS, unless otherwise agreed by LCC.
18. If the contractor 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 contractor is a sole trader or if they are the owner of the business (excluding factoring arrangements).

Recovery of Sums Due

19. Whenever under the Agreement any sum of money shall be recoverable from or payable to either party hereunder to the other, the same may be deducted from any sum then due, or which at any time thereafter may become due to the other party under the Agreement provided that the parties have agreed the sum due in advance.

Volume of Work and Purchase Outside Agreement

20. No guarantee of volumes of work to be carried out under the Agreement is given. The Contractor acknowledges that any information relating to volume of work given in the Invitation to Tender is for guidance only.
21. Nothing contained in the Agreement shall prevent LCC from employing any person or organisation other than the Contractor to carry out services similar to those forming the subject of the Agreement.

Default in Performance of the Services

22. The Contractor shall respond promptly to all complaints, oversights and omissions and shall immediately make good any default on its part at its own expense.
23. Where Services are required or ordered under the Agreement and the Contractor fails to provide such Services or any element thereof in accordance with the Agreement or any Contract awarded under it, or in the event of breach or default by the Contractor, LCC may take whatever actions it reasonably considers necessary or appropriate to effect a suitable remedy which may include (but not be limited to) LCC terminating part or all of the Contract or LCC terminating part or all of the Agreement or obtaining substituted provision of the Services to be supplied. This shall be without prejudice to any other remedy for breach.
24. In taking such above mentioned remedial actions LCC shall be entitled to claim from the Contractor any reasonable and demonstrable excess of costs so incurred by LCC over the fees due in accordance with the Agreement together with all associated costs, charges and expenses as direct losses (including professional fees and VAT). Such amount shall be due as a debt from the Contractor to LCC and payable within 30 days of demand.
25. Any dispute as to the reasonableness of a deduction to be made by LCC under clause 24 may be referred for determination in accordance with clauses 36 and 37.
26. The rights of LCC under any of the clauses 22 to 25 shall be without prejudice to its rights under all other conditions.

Contractor's Personnel and Control and Supervision of the Personnel

27. The Contractor shall ensure that all employees and other persons providing the Services are at all times properly and sufficiently qualified, competent, careful, skilled, honest, experienced, instructed and supervised as the case may be with regard to the Services and in particular to ensure adequate discharge of the Contractor's obligation in relation to
 - a) The task or tasks such a person has to perform;
 - b) All relevant provisions of the Agreement;
 - c) All relevant policies, rules, procedures and standards of LCC.

Discrimination

28. The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex or sexual orientation and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Equality Act 2006, the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.
29. The Contractor shall take all reasonable steps to secure the observance of the provisions of the Clause 28 by all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of the Agreement.

Attendance at Meetings

30. The Contractor shall attend or be represented by a person approved by the STG at all meetings convened by the STG 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 STG on all matters relating to the Service which lie within the scope of the duties the Contractor has assumed under the Agreement.

Bribery and corruption

31. LCC shall be entitled to terminate the Contract and/or Agreement, and recover any resulting loss from the Contractor, if the Contractor, or any of their employees or agents with or without their knowledge,
- a) has offered, given or agreed to give any person any gift or consideration of any kind:
 - i) as an inducement or reward for doing or not doing anything in relation to the obtaining or carrying out of the Agreement or any Contract with LCC; or
 - ii) for showing or not showing favour or disfavour to any person in relation to the Agreement or any Contract with LCC; or
 - b) has committed any offence under the Prevention of Corruption Acts 1889 to 1916 or given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010; or
 - c) commit any fraud in connection with this or any other Council Contract whether alone or in conjunction with others.

Any clause limiting the Contractor's liability shall not apply to this clause.

Collusive Tendering

32. In submitting a Tender the Contractor confirms that he has not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. The Contractor also certifies that at no time, before or following the submission of the Tender, has the Contractor carried out any of the following acts:

- a) communicating to a person other than the person calling for the Tenders the amount or approximate amount of the proposed Tender, except where such disclosure was required for the purpose of obtaining insurance.
- b) entering into any agreement or arrangement with any person that he shall refrain from Tendering or as to the amount of any Tender to be submitted;
- c) offering or paying or giving or agreeing to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the sort described above.

In the context of this condition the word 'person' includes any persons and any body or association, corporate or unincorporate; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

- 33. LCC shall be entitled to terminate the Agreement or any Contracts awarded under it in the event of a breach of clause 32.

Whistleblowing Policy

- 34. The Contractor will ensure the dissemination of the Council's "Supplier Whistleblowing Policy" (a copy of which is available on request and from our website) among all current and future employees and sub-contractors who have an active involvement in Contracts for the Council, and any other employees as appropriate.

Arbitration, Enquiries, Litigation etc.

- 35. The Contractor shall assist and advise the STG with regard to any matter, or item, that may be the subject of arbitration, enquiry or litigation, and, if required by the STG, the Contractor shall attend and give evidence and authorise, assist and advise the STG in any arbitration or before any court of inquiry held in relation to the Service.

Dispute Resolution

- 36. In case any dispute shall arise between LCC and the Contractor concerning the Contract or any Agreement all parties shall undertake to meet or otherwise communicate in order constructively and in good faith to seek to resolve the said dispute and shall agree to implement the resolution so agreed.
- 37. In the event that the procedure set out in Clause 25 above fails to secure a resolution of the dispute, then the matter may at the option of either party be referred to mediation.

Waiver

- 38. Failure by LCC at any time to enforce the provisions of the Agreement or to require performance by the Contractor of any of the provisions of the Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of the Agreement or any part thereof or the right of LCC to enforce any provisions in accordance with its terms.

Force Majeure

- 39. No party shall be entitled to bring a claim for a breach of obligations under the Agreement or any Contract or incur any liability to the other party for any losses or damages incurred by

that other party to the extent that a Force Majeure event occurs and it is prevented from carrying out its obligations by that Force Majeure event.

Business Continuity

40. The Contractor will throughout the contract maintain in place business continuity arrangements and will review those arrangements at appropriate intervals during the contract and if necessary update them, so as to ensure as far as reasonably practical, that in the event of unexpected circumstances, either within or external to the Contractor's organisation, service delivery to the Council is subject to the minimum level of disruption.
41. Contractors are expected to provide a copy of their business continuity plans on request to the Council within 10 working days of that request being made.

Transfer of Undertakings Protection of Employment (TUPE)

42. Where following expiry or earlier determination of the Contract provision of the Services is to transfer to another provider, the Contractor shall assist the Council in all respects with such transfer including, but not limited to, providing the Council with any information required to enable the Council to comply with its obligations under TUPE., this will include (but not limited to);
 - a) At any time during the contract (or following notice by either party), the Council may reasonably request information relating to the staffing of the contract. Such information shall be provided within 14 days of a request and shall include, but is not limited to the allocation of work in respect of the Contract, details of the way that the Contract has been provided by the Contractor and any terms and conditions of employment (including rates of pay) for employees working on the contract.
 - b) Where, following expiry or earlier determination of the Contract for whatever reason and by either party, provision of the Services may transfer to another provider, the Contractor shall assist the Council in all respects. In particular, the Contractor shall inform the Council within 24 hours of notice of termination by either party whether it believes that TUPE applies and provide information as requested under Clause 42a in order for the Council to make its own assessment and to enable it to provide that information during any tender process to prospective contractors (if deemed applicable).
 - c) If it is determined that TUPE does apply, the outgoing operator will be liable for related costs of employment (for example accrued annual / holiday pay) up to the last day of the contract (this will usually be the day before the start of the new contract) and the new provider will be legally obliged to undertake the transfer of employment into their company and associated employment costs from that point forward. The new provider will observe all legislative employment requirements, including minimum wage and the right to work checks.

Bankruptcy, Insolvency etc

43. If the Contractor shall, from bankruptcy, insolvency, or any other cause be prevented or delayed in carrying out Services under the Contract or any Agreement or shall not carry out the same to the satisfaction of LCC, it shall be lawful for LCC after notifying the Contractor of their intention to do so, to employ any other person to proceed with and complete the delivery of Services in such manner as it may think fit and proper, and the said Agreement shall at the option of LCC become voidable but without prejudice to any rights of action by LCC to which the Contractor may be subject for any neglect in or about the performance or non-performance of Services.

Confidentiality, Data Protection and Freedom of Information

44. Each party will keep confidential any trade, business and personal information supplied to it by the other party under or in connection with the Contract and shall not disclose any of that information to a third party unless with the prior written consent of the other party or when ordered to do so by a court or tribunal of competent jurisdiction or in the case of LCC as required under the provisions of Freedom of Information legislation.
45. Where the Contractor processes personal data on the Council's behalf the following clauses shall apply:
- (a) The Contractor shall comply with the obligations placed on them under the Data Protection Act 1998 (as amended or re-enacted from time to time) including, where appropriate, obtaining or changing their Notification insofar as the performance of the services or carrying out of the works gives rise to obligations under the 1998 Act.
 - (b) The Contractor shall provide the Council with such information as the Council may reasonably require:
 - (i) to satisfy itself that the Contractor is complying with their obligations under Condition (a) above; and/or
 - (ii) in pursuance of any statutory duties and/or responsibilities that the Council may have in relation to Data Protection.
 - (iii) following a Subject Access Request (SAR) or similar request for information
 - (c) The Contractor shall not knowingly do anything which places the Council in breach of obligations under the 1998 Act.
 - (d) The Contractor shall indemnify and keep indemnified the Council against all actions and/or claims against the Council arising from the Contractor's alleged or actual breach of Data Protection legislation referred to in Condition (a) above, occurring as a result of the Contractor's conduct within the terms of the Contract.
46. In respect of Freedom of Information: The provisions of the Freedom of Information Act 2000 (FOI Act) (as amended) may require the Council to disclose information held by the Council in connection with this Agreement to anyone who makes a request for that information.
47. If there is any information that the Contractor considers to be commercially sensitive or wishes to remain confidential then it should make this clear at the earliest opportunity and specify the information in question stating why it is considered to be sensitive or confidential.
48. In responding to a request for the specified information or where it is not clear to the Council if a claim for confidentiality applies the Council will where it considers it necessary use reasonable endeavours to consult the Contractor and take into account the Contractor's wishes in so far as those wishes are consistent with the Council's duties under the FOI Act.
49. The Contractor agrees to assist the Council in complying with its duties under the FOI Act and in particular will:
- (a) respond to the Council within 3 working days where consulted on a request for information received by the Council in connection with this Agreement.

- (b) supply information which it holds in connection with this Agreement and which is within the scope of the request for information or SAR received by the Council within 10 working days of being notified by the Council of the request.

- 50. The obligations in clauses 44 to 49 will continue after the termination or expiry of this Agreement.

Publishing and Sharing Contractor information

- 51. Details of Contractor inclusion onto the Framework Agreement will be made publicly available (only the Contractor operating name will be published on the Leicestershire County Council website). Also, the complete contact details for the Contractors on the Framework Agreement may be shared with other parts of Leicestershire County Council, other Local Authorities and other appropriate organisations (for example Academies).
- 52. The Council may disclose with other Public Sector Contracting Authorities any of the Tenderer's information/documentation (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific tender information) submitted by the Tenderer to the Council during this Procurement. The information will not be disclosed outside of the public sector. Tenderers taking part in this competition consent to these terms as part of the competition process.

Introduction of the Euro

- 53. Any requirement of law to account for the Services in euro, (or to prepare for such accounting) instead of and/or in addition to sterling, shall be implemented by the Contractor free of charge to the Council.

Environment

- 54. The Contractor shall perform the Agreement in such a way that it supports the Authority's Environmental Policy and Environmental Purchasing Policy, see the following websites to view the Environmental Policy and the Environmental Purchasing Policy:

http://website/environment_policy.doc

http://website/environmental_purchasing_policy.pdf

- 55. All costs associated with the Contractor's compliance with the requirements of clause 54 shall be deemed to be included in the Contract Price and the Council shall not be liable for any additional costs other than those already set out in the Pricing Schedule.

APPENDIX 2:

SCHEDULE 2B: OPERATIONAL CONDITIONS OF AGREEMENT AND CONTRACT FOR MAINSTREAM, SEN AND SOCIAL CARE TRANSPORT (EXCLUDING LOCAL BUS SERVICES)

These contract conditions which relate to the general operation of small vehicle passenger transport services (up to and including 8 passenger seats) or large vehicle passenger transport services (9+ passenger seats) should be read in conjunction with Schedule 2A which covers European Union and United Kingdom domestic legislative requirements of this Tender. They also relate to the individual schedule of specifications (Schedule 1) that are issued with individual services operated by Contractors under this Framework Agreement.

Requirements of Contractors 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 Contractor's sole responsibility:
 - a to obtain any necessary Public Service Vehicle (PSV) operator's licence, community bus permit, private hire operators or hackney carriage licence; vehicle excise duty (road tax); vehicle insurance and MOT test certificate (when required) and to display required licences / discs as appropriate.
 - b to ensure that all drivers hold any necessary Hackney, Private Hire, PSV or driving licence and any other necessary qualifications and comply at all times with any relevant regulations.
 - c to promote confidence in the professionalism associated with contracted passenger transport operation.

Drivers and escorts

2. Drivers and escorts must be registered under LCC's Driver Registration Scheme and carry an identity badge issued by LCC whilst employed on the Contract. All drivers, escorts, conductors and other platform staff used on SEN, Adult Social Care, Mainstream School or School Special Contracts are required to be checked by the Disclosure & Barring Service (DBS) with either repeat checks to be carried out at 3 yearly intervals, or to sign up for the 'continuous monitoring service'.
3. Contractors are encouraged to use the Council as the umbrella body for relevant staff and the Council will process all such checks without any additional administration fee, the contractor being required to pay the DBS fee for an enhanced check and to be responsible for the fee for the continuous monitoring service.
4. These staff* will be issued with an identity badge which must be displayed whilst on contract duty. The Council reserves the right to make enquiries of the DBS at any time concerning the suitability of employees of contractors involved in the carriage of children and/or other vulnerable people on local or community bus contract services and taxi contract services.

- * Taxi drivers will not be issued with a Council badge but must display the badge issued by the relevant licensing authority when on contract services. (Taxi drivers will have been DBS checked by the appropriate licensing authority as part of the taxi driver licensing process).
5. Every driver and escort is required to have a DBS disclosure check that satisfies the County Council. The Council accepts those DBS checks that taxi licensing authorities carry out as part of their taxi driver licensing administration. For escorts the County Council requires a DBS disclosure check to be carried out prior to the escort working on passenger contracts and every 3 years thereafter.
 6. In addition to the DBS requirements for ensuring that barred people do not work in positions of responsibility or trust with children and/or vulnerable people, contractors must respond positively to requests from the Council to suspend, either temporarily or permanently, named staff from working on specific or any Council passenger 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.
 7. Drivers of Large Vehicles are expected to demonstrate compliance with Certificate of Professional Competence regulations (a minimum of 35 hours training in a 5 year period). For more details please contact the STG.
 8. Drivers must comply with Conditions of Contract.
 9. Drivers of school contract services must comply with Council "Guidelines for Drivers" (a copy of which is available on request and on the Leicestershire County Council website).
 10. Drivers and escorts must be smartly and appropriately dressed so as to inspire confidence in passengers. This condition specifically rules out the wearing of torn and/or dirty clothing and clothing that features slogans that may cause offence to passengers. Clothing that is required for reason of religion is acceptable provided offence is not caused to passengers.
 11. Contractors, drivers and escorts must comply with other County Council published guidelines and Codes of Practice as appropriate e.g. Guidelines for Drivers, Moving & Handling Manual, Carriage of Wheelchairs, Tail-lift operation, Escort Good Practice Guide.
 12. Smoking is not permitted by any person on any vehicle operating Contracts under this Agreement, and before or during the contract operation and notices to that effect must be displayed in the vehicle. Contractors are reminded that taxis and PSV's are considered to be public places and covered by smoking legislation. 'e-cigarettes or similar devices will attract the same penalties as would 'real' smoking.'

Training and First Aid

13. 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 young children and elderly and disabled passengers. All drivers are expected to meet a minimum training level as defined by the Council, (at time of publication defined as the "Helping Hands" course). The Council will provide the minimum level of training if required by companies without their own training resources (for which a charge may be made).

14. First aid training requirements pertaining to individual Contracts within this Agreement are as follows:
- a Contracts that do not specify an escort have no first aid training requirements.
 - b Contracts calling for escorts will require the escort and/or the driver to have Certified Basic Life Support training unless the Contract carries service users attending one of the following establishments:
 - I. a mainstream school
 - II. a Special Unit attached to a mainstream school
15. Individual passengers may have risk assessments/travel plans that require more first aid training than the requirement in (b) above.
16. Contractors must also follow the advice and / or instructions of generic site travel assessments.
17. Where medical procedures may need to be undertaken and/or rescue medication applied, this can only be carried out in accordance with the Travel Care Plan for the individual passenger. Whenever a procedure is carried out in accordance with the Travel Care Plan details of this should be logged and shared with the Council.

Requirements of the Vehicle and Equipment

Vehicle Condition and Passenger Doors

18. 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.
19. All vehicles with more than 12 passenger seats and which will not carry an escort 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 or mirrors fitted so as to allow the driver to see people moving in the vicinity of the door.
 - c However, vehicles with 13 to 16 passenger seats may be used without an escort and need not comply with (a) and/or (b) above if the driver has been appropriately trained and has signed a statement that confirms this.

20. All vehicles with more than 16 passenger seats must not have centre doors.
21. 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.
22. Large Vehicles without a front passenger door as described above should not be used, except in an emergency and not without an escort. The escort will be expected to supervise boarding and alighting and check passes as appropriate.

Audio, Visual and CCTV

23. Unless otherwise instructed by the STG the vehicle's audio and visual devices may be played on Contracts at a moderate volume and appropriate to the taste of passengers. No pre-recorded material should be played on Contracts except by prior agreement (such as particular music that may calm certain passengers).
24. Where CCTV systems are in operation, the Contractor must comply with the relevant legislation governing the operation of CCTV systems. For CCTV systems provided by the Council, the Contractor will also adhere to the specific CCTV agreement.
25. The Council will be the 'Data Controller' for any CCTV recordings made during operation of any journey provided under contract.
26. The Contractor 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 Contractor will comply with the Council's separately published agreements for such equipment.

Seating, Restraints and Other Equipment

27. Any vehicle used in the operation of this contract must be equipped with a seat belt for every passenger, with the exception of double decker vehicles where the fitting of seatbelts is discretionary.
28. All large single deck vehicles are required to be equipped with a lap only or 3 point seat belt to every forward facing seat. In addition, all vehicles traveling to primary schools must have height adjustable seatbelts (or lap belts). Belts must be fitted to comply with regulations currently in force. Please note that non-forward facing seats on vehicles fitted with seat belts cannot be counted towards the seating capacity of the vehicle as specified in individual Contract Schedules (Schedule 1).
29. A notice relating to the wearing of seatbelts must be displayed on every vehicle fitted with seatbelts.
30. For small vehicles, appropriate child restraints (including child and baby seats) must be used on every journey, unless it is an emergency journey and non use is authorised by the STG. All child restraints should be fitted correctly and in accordance with manufacturers instructions and be the correct seat for the child's height and age. Please note that legislative private hire exemptions on child restraints do not apply to Leicestershire County Council passenger transport Contracts.
31. A vehicle which is designed for the purpose of carrying wheelchairs should have the appropriate restraints and ramps or tail lift. All specialist equipment should be maintained appropriately. Wheelchairs should never be transported sideways.

32. All equipment used in assisting passengers should be fit for purpose and contractors must ensure that all relevant staff are properly trained in its use. If there is any doubt please request a risk assessment from the STG.
33. Contracts on which an escort is used must have anti-septic wipes and surgical gloves provided together with the appropriate sealable waste disposal bags. See guidance notes on basic passenger contract hygiene.
34. The Contractor shall ensure that destination boards and/or blinds, school bus boards (including Contract number) and other information signs as specified by the Council and relevant to the Contract are displayed in the vehicle when operating services under this Contract. Contractors must not display destination and Contract number boards at other times and are encouraged only to display school bus boards when on schools services.
35. 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.
36. The Contractor shall be responsible for providing at its own cost any standard equipment associated with operating the Contract, for example child seats, wheelchair restraints and any equipment that is specified in Schedule 1 of the Contract. Equipment of a very specialist nature may be supplied to the Contractor by the Council for the duration of the Contract.

Operation, Termination and Penalties

Operation

37. 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 Contractor's control. The correct schedule and the order in which pick-up / drop-off points are made should be followed as those issued as part of the Contract, unless the driver is prevented from doing so by roadworks or similar.
38. Contracts shall operate whenever the establishments are open for service users. The Council will notify the Contractor as far as possible in advance the dates when the establishments will be closed or a change to their pattern; payments will be paid in accordance with clause 77.
39. If a contractor becomes aware that an establishment is closed or is going to be closed, then they must inform the Council as soon as possible. Contractors must also inform the council of any discrepancies with establishment opening/closing times to schedules provided by the council.
40. The Contractor or his/her representative must be immediately contactable by telephone between 08:00 and 18:00 Monday to Friday and have available either a fax machine or e-mail facilities to assist in communications with the Council concerning the Contract.
41. The Contractor 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.

42. In addition to the above hours of operation, the Contractor or his/her representative must be contactable at least 30 minutes before a Contract is due to operate and whilst the Contract is operating in order to give and receive messages and information relevant to the operation of the Contract.
43. The driver must be contactable during the hours of operation of the Contract. Drivers 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.
44. Drivers should contact their supervisor before not operating Contracts.
45. The Contractor must inform the Council of any changes relating to the scheduled requirements of the Contract, particularly where these affect the operation of the Contract, for example when a passenger stops travelling or reduces the number of times they travel on the Contract without prior notice from the STG.
46. Any changes to the Contract schedule known by the Contractor must be reported to the STG by the Contractor within 5 working days. Any payments made for Contracts found not to have operated, or not operated as per authorised schedule will be disputed by the Council and repayment sought from the Contractor.
47. The Contractor must report by telephone to the STG 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.
48. In the event of a complaint about a service being received by the Council, the Contractor must supply an explanation of the event within one working day of being informed of it. If the complaint is made direct to the Contractor, the contractor must reply in writing to the complainant within 3 working days, with a copy of the reply sent concurrently to the Council's Sustainable Travel Group.
49. Any vehicle used in the operation of this contract must not be:
 - a refuelled during scheduled journeys, unless otherwise exempted by the Sustainable Travel Group (STG)
 - b left unattended with the engine running or with passengers on board.
50. Double-deck vehicles must not be used on mainstream and SEN school bus contracts;
 - a to primary schools
 - b where any individual journey between any pick-up/drop-off point and the school exceeds 12 miles.
51. The Contractor shall be responsible for all fees and charges associated with operating the Contract, for example bus station departure charges, road tolls and parking charges etc.
52. No additional payment will be made for waiting time unless approved by the STG prior to or at the time it occurs.

53. No additional payment will be made for cleaning costs unless the costs are directly related to the actions of a service user and deemed unavoidable (i.e. no previous incident had taken place or warning given by the service user or information previously provided by STG). Payments for costs may only be paid for the first of such incidents.
54. No additional payment will be made for damage to vehicles or operators property caused by a service user or third party. This will be covered under the company's insurance policy.

Termination

55. Large Vehicle contracts may be terminated by either party by giving at least 2 calendar months' written notice.
56. Small Vehicle Contracts are subject to 14 days' written notice for termination by either party, unless the Contract ceases to be required e.g. passenger moves home. Contracts may be suspended without payment if the need for them is temporarily removed e.g. a service user is hospitalised and does not need regular transport.
57. Any contract may also be terminated at other times and/or at less than the written notice periods that have been noted in clauses 55 and 56 above subject to mutual agreement. The rights of the parties to performance and to payment (or recovery of costs) are without prejudice to the notice of termination under this clause. The Contract may be terminated with immediate effect and without notice as provided for in Appendix A.
58. The Council will seek to recover any additional costs incurred in lieu of notice as a result of immediate termination or termination of a Contract by the contractor without appropriate notice.
59. The Council will agree an appropriate payment to cover any costs incurred in lieu of notice as a result of immediate termination or termination of a Contract by the council without appropriate notice.

Penalties

60. If a Large Vehicle Contractor is unable to operate their journey(s) and the Council is required to make emergency cover arrangements on behalf of the Contractor, then the Council will charge the Contractor an administration fee of £30 (per arrangement).
61. The Council reserves the right to vary the administration fee by separate notification. The Contractor will also be liable to pay any additional cost of the emergency contract that is over and above the cost of their Contract.
62. The Council operates a system of penalty points for any failure to operate Services as specified in individual Contract Schedules (including Schedule 1 and/or any official order) and Schedules 2 Sections A and B, so as to ensure any penalties applied are fair and consistent; the system in use is described in Appendix A to this schedule.
63. This system does not remove the right of the Council, if and whenever there shall be any breach, non-observance or non-performance of any obligations on the part of the Contractor herein contained, by notice in writing from the Council to the Contractor forthwith to terminate the Contract.
64. 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, Sub-Contracting and Novation

Variation

65. 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 Council 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.
66. Variations may be made to the details of the Service, route, frequency, timings and vehicle as specified in individual Contract schedules and/or official orders subject to the prior agreement between the Council and the Contractor.
67. 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 STG in advance of the route variation.
68. Variations that last more than 6 weeks and reduce mileage by more than 10 miles per day will attract a marginal decrease for the period of time and distance over and above the initial 6 weeks and less than the initial 10 miles.
69. Additional (or reduced) picking up and setting down points on line of route that do not affect the overall mileage of the route will not attract any change in Contract rates.
70. 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 rates. For permanent variations greater than 10% and for temporary variations not described in clause 67 the tendered rate per mile may be used as a basis for the Council 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

71. The Contractor shall not assign, sub-contract or otherwise dispose of his/her interest under this contract without receiving in advance the consent of the County Council **PROVIDED** that this condition shall not prohibit the Contractor 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 Contractor shall inform the County Council as soon as possible afterwards).
72. In the event of sub-contracting taking place the Contractor remains liable for meeting all conditions of the Contract.
73. Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a subcontract which requires payment to be made of all sums due by the Contractor to the subcontractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

74. A limited number of Small Vehicle contractors may be authorised to act as 'brokers' in the sense that they may use other licence holding companies and individuals to cover contract work. These contractors remain responsible for all aspects of Contract compliance and they must inform the Council of which other licence holding companies they use or may use for Council contract work in writing in advance of using them. The Contractor shall supply a dated list of the other companies to the Council. The Council reserves the right to exclude such 'broker' type operations from using certain companies.

Novation

75. Contract(s) will be considered for novation by the council, if:

- a. there is a change in the legal identity of any parties to a contract, or
- b. there has been a take over by one party, or
- c. there has been a take over by a third party organisation, or
- d. one party decides to sell his/her business to another party

76. Prior to any novation being agreed, the council will also seek to satisfy itself that the new party will be capable of operating the contract(s) as specified.

Contract Payments, Fares and Inspection

Payments and price variations

77. 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. Failure to disclose lost or late mileage on monitoring forms will attract penalty points and is likely to delay payment.
- b. The Council will pay the Contractor in respect of each calendar month following the receipt of a detailed and accurate invoice and monitoring form.
- c. Inaccurate or incomplete invoices or forms will result in delayed payment.
- d. 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.

78. Contractors have the option to join the Council's faster payments scheme in respect of invoices for mainstream school transport, special educational needs transport and social care transport. If the Contractor agrees to deduct 1% from invoice totals, the Council 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 Contractor joins the scheme, the discount must be applied to all the Contractor's invoices for the relevant types of

work. The Council reserves the right to withdraw the faster payments scheme at two months' notice and a notice period of one month is required from Contractors joining or leaving the scheme.

79. For Large Vehicles only, no payment will be made for any contracted journey(s) cancelled with at least 21 working days notice. For any journey cancelled with between 6 to 20 working days notice, the Council will pay 50% of the normal rate. For any journey cancelled at less 5 working days, the Council will pay 65% of the normal rate. For any journey cancelled with very short notice, for example when a driver has set out, the Council will pay the normal rate for that journey.
80. For Small Vehicles only, no payment will be made for any contracted journey(s) cancelled before their operation. For any journey cancelled with very short notice, for example when a driver has set out, the Council will pay the normal rate for that journey.
81. For Large Vehicles only, in adverse weather conditions or similar uncontrollable situations the following payment rules shall apply: the full morning rate for any scheduled morning journey if a vehicle has set out but is then unable to complete the job because of weather conditions or the receiving establishment is closed but 65% payment for the return journey if it was known that the journey was not required. For subsequent days, when it is known that the journey was not required because the establishment is closed or adverse weather/other uncontrollable event continues to prevent operation, 65% payment will be made.
82. For Small Vehicles only, in adverse weather conditions or similar uncontrollable situations the following payment rules shall apply: the full morning rate for any scheduled morning journey if a vehicle has set out but is then unable to complete the job because of weather conditions or the receiving establishment is closed but no payment for the return journey if it was known that the journey was not required. For subsequent days, when it is known that the journey was not required because the establishment is closed, no payment will be made.
83. No payment will be made for journeys that run early or, through the fault of the Contractor (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 Contractor, 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. Regular lateness should be reported to the Council.
84. All contracts within the Agreement 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 contractor will need to request a price review for their contracts, this request must be received by 30th November. Any price variation applied will be at the discretion of the Council, will be uniform across all qualifying Contracts and will not exceed the prevailing RPI (Retail Price Index).
85. Any requests for a price review that is received after 30th November will be considered, however, any price adjustments will only be applied after 4 whole calendar months have passed, for example if a request is received on 15th December, then any adjustment will be applied from the following 1st May.

Fares and concessionary travel

86. Where fares are collected;

- a. Any passenger who requests a receipt shall be issued with one showing the fare paid.
- b. The Contractor shall maintain a system of cash collection in sufficient detail to identify passenger numbers and any revenue collected on each journey.
- c. Drivers must be able to show on demand and correctly interpret any faretable applicable to a contract service and be able to accept travel concessions and/or other specified special tickets.

87. Passengers travelling at concessionary rates must show a valid concessionary travel pass.

Inspection, Audit and Statistics

88. 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, escorts and passengers.
- f travel as an escort on any Contract journey.

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

90. Council Officers will be permitted access on demand to all relevant books, documents, vouchers, tickets and accounts at any reasonable time or times.

91. The Contractor shall provide the Council with accurate statistics showing performance of each Service as the Council shall reasonably require.

SCHEDULE 2B – 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 Contractor 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 Council, after a notice period.
 - (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 Contractor. 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 the Contractor from the Framework Agreement and/or consideration of tender awards for a period of time.
 - (d) in awarding Contracts, consideration will be given to the performance and abilities of Contractors.
 - (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
 - (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 Contractors may be suspended or excluded from the Framework Agreement and/or may be excluded from further Contract awards, either temporarily or permanently.

3. 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	
Contract Schedule 1 / Official order (for mini competitions)	Operating with vehicle not meeting specification, except in the case of an emergency	5
	Not operating to specification	5
Schedule 2A	Variable at Council's discretion, unless otherwise stated	V
Schedule 2B	As below	-
	<u>Requirements of Contractors and their staff</u>	
1a	Operating without licences, tax, insurance or MOT	T
1a	Failure to display licences, tax, insurance or MOT	7
1b	Driving without licences / not complying to regulations	T
1c	Inability to promote confidence / professionalism	V
2	Using non-registered Drivers or Escorts, no DBS / CRB Check	7
3	N/a	-
4	Not carrying / displaying an identity badge	3
5	N/a	-
6	Use of barred Drivers or Escorts	T
6	Failure to suspend Driver or Escort during investigation	7
7	Non-compliance of CPC regulations	5
8	Failure to adhere to Conditions of Contract	V
9	Failure to comply with Guidelines for Drivers	V
10	Drivers/Escorts inappropriately dressed	2
11	Failure to comply with Codes of Practice and Guidelines	V
12	Smoking on vehicle prior to or during the contract operation	7
12	Failure to display 'No Smoking' signs	2
13	Lack of customer care	4
14	Operating without appropriate first aid training	5
15	Failure to observe risk assessment / individual travel plan	V
16	Not following generic site travel arrangements	V
17	Failure to follow Travel Care Plan	V
	<u>Requirements of the Vehicle and Equipment</u>	
18a	Not operating a fit and serviceable vehicle	V
18b	Poor vehicle condition (does not promote confidence in users)	V
18c	Ineffective heating, lighting or ventilation	2
18d	Lack of cleanliness	2
18e	Not carrying a first aid kit	5
19a	Operating a 12+ seat vehicle without a powered passenger door	5
19b	Inadequate / inappropriate front passenger door	5
19c	Operating 13 to 16 seat vehicle with inadequately trained driver and no escort	3

20	Operating 16+ seat vehicle with centre doors	5
21	Operating Large vehicle without front passenger door and no escort	5
22	Escort failing to supervise / check passes	5
23	Inappropriate use of audio / visual devices	2
24	Breach of legislation or agreement, applicable to the Contract on which the CCTV system is in use on or destined for use on	2
25	Amending / Deleting CCTV recordings without council approval	2
26	Non co-operation with installation and use of devices	T
27	Unable to provide a seat belt for every passenger	7
28	Inappropriate seatbelts for Primary School Contract	7
29	Failure to display seat belt notice	1
30	Insufficient / Incorrect child restraints	7
31	Unavailability / Incorrect use of Wheelchair restraint equipment	7
32	Equipment not fit for purpose / staff not trained correctly	7
33	Failure to provide wipes, gloves & waste bags	5
34	Not displaying boards or blinds / displaying boards or blinds incorrectly	2
35	Using an emergency wheel incorrectly	5
36	Failure to provide standard equipment (child seats / restraints etc)	5
	<u>Operation, Termination and Penalties</u>	
37	Early running	7
37	Late running up to 30 minutes	3
37	Late running 31 minutes to 60 minutes	5
37	Over 60 minutes late or non-operation	7
37	Incorrect route or pick up points	7
38	Not operating when establishment is open for service users	7
39	Failure to inform council of changes to establishment opening/closing	V
39	Overcharging due to changes to opening/closing	V
40	Unable to be contacted between 08:00 and 18:00 (Monday to Friday)	3
41	Lack of operational knowledge of contract	3
42	Unable to be contacted immediately prior to and during operation	3
43	Driver unable to be contacted during hours of operation	4
43	Driver using mobile phone whilst driving	7
44	Non-operation of contract without any notification or reason	V
45	Failure to inform Council of contract changes	V
46	Failure to notify council of changes within 5 working days	V
46	Overcharging due to non-declaration of changes	V
47	Failure or delay to report incident, accident or breakdown to the council	2
48	Failure to handle complaints correctly	2
49a	Refuelling on service	3
49b	Vehicle left unattended (with engine on or passengers on)	5
50a	Double-deck vehicle used at primary schools	5
50b	Double-deck vehicle used on services over 12 miles	5
51 to 64	N/a	-
	<u>Variation, Sub-Contracting and Novation</u>	
65	Operating non-specification vehicle without prior approval	5
66	Contract varied without prior agreement	7
67 to 70	N/a	-
71	Sub-contracting without prior agreement from the council	5

72	N/a	-
73	Failure to pay sub-contractor within a specified period (max 30 days)	5
74	Failure to notify council of other companies being used / that may be used to operate a contract	5
75	Novation of contracts without prior agreement from the council	V
76	N/a	-
	<u>Contract Payments, Fares and Inspection</u>	
77	Submission of invoice before end of operational period	V
77	Submission of more than one invoice per contract per calendar month	V
77a	Incomplete / inaccurate / missing monitoring form	V
78	Leaving the 1% scheme with less than one month's notice	V
79 to 80	Incorrect invoicing / Over charging due to cancelled journeys	V
81 to 82	Incorrect invoicing / Over charging due to journeys not operated due to adverse weather	V
83	Incorrect invoicing / Over charging due to journeys not operated due to fault of contractor	V
84 to 85	N/a	-
86a	Failure to issue a receipt	5
86b	Non maintenance of passenger and cash collection records system	5
86c	Failure to carry and correctly interpret faretable	2
87	Non-acceptance / Non-checking of concessions	5
88	Refusing access to inspect vehicle and/or maintenance documents	7
89	N/a	-
90	Refusing access to relevant books and documents	V
91	Failure to provide accurate statistics	5