

SCHEDULE 2 (DRT) -MARCH 2015 (Update June 2017)
DEMAND RESPONSIVE TRANSPORT CONDITIONS OF CONTRACT

These conditions relate to the European Union and United Kingdom domestic legislative requirements and Leicestershire County Council requirements of this Contract covering the operation of small passenger transport vehicles (up to and including 8 passenger seats).

Definitions used in this document

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

‘Contract’ means the Contract entered into between LCC and the Contractor(s).

‘Contractor’ means the Operator accepted on to a Contract and engaged by LCC to provide passenger transport services.

‘LCC’ or ‘Council’ means Leicestershire County Council which commissions the Services under the Contract or any officer or member acting on behalf of that authority.

‘Operator’ means a legally existing firm or individual that can provide passenger transport services.

‘TO’ means the Transport Operations Service (TO) of Leicestershire County Council or any duly authorised officer acting on TO’s behalf.

‘Service’ or ‘Services’ mean the passenger transport services delivered by the Contractor to LCC under the Contract.

‘Tender’ means the Operator’s Tender affording them acceptance on to a Contract.

‘Tenderer’ means an Operator submitting a Tender for acceptance on to a Contract.

SECTION A: GENERAL CONDITIONS RELATING TO CONTRACTUAL OBLIGATIONS

Care and Diligence

1. It is a specific condition of the payment of monies under this Contract operating within the Contract, 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.
2. 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 TO's Instructions

3. 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 TO 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.
4. The Contractor shall obtain written prior approval of the TO to any modification of any instruction earlier approved by the TO.

Contractor's Personnel and Control and Supervision of the Personnel

5. 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 Contract;
 - c) All relevant policies, rules, procedures and standards of LCC.

Attendance at Meetings

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

Arbitration, Enquiries, Litigation etc.

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

Remuneration of Contractor

8. Unless otherwise agreed in writing between the parties, then subject to the Services provided by the Contractor being in the opinion of the TO complete and satisfactory the TO 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.
9. 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

10. Whenever under the Contract 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 Contract provided that the parties have agreed the sum due in advance.

Indemnity and Insurance

11. 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.
12. 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 Contract and against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect thereof.
13. 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.
14. 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 Conditions 11-13 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 Conditions 11-13.

Default in Performance of the Services

15. 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.
16. Where Services are required or ordered under the Contract and the Contractor fails to provide such Services or any element thereof in accordance with the Contract or any Contract awarded under it, or in the event of breach or default by the Contractor or 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 Contract or obtaining substituted provision of the Services to be supplied. This shall be without prejudice to any other remedy for breach.
17. 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 Contract 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.

18. Any dispute as to the reasonableness of a deduction to be made by LCC under Condition 17 may be referred for determination in accordance with Clause 24.
19. The rights of LCC under any of the Clauses 15 to 18 shall be without prejudice to its rights under all other Conditions.

Termination of Contract

20. The Council may terminate a Contractor's 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.
21. The Council may terminate the 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 Contract and if:
 - a) the breach is not, in the opinion of the Council, capable of remedy; or
 - b) the breach is material to the Contract
22. Further terms of termination are shown in Section B.

Bribery and Corruption

23. 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.

Dispute Resolution

- 24. In case any dispute shall arise between LCC and the Contractor concerning the Contract 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.
 - a) In the event that the procedure set out in Condition 18 above fails to secure a resolution of the dispute, then the matter may at the option of either party be referred to mediation.

Waiver

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

Observance of Statutory Requirements

- 26. The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Services provided under the Contract 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.

Force Majeure

- 27. No party shall be entitled to bring a claim for a breach of obligations under the 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.

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 statute 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.

Confidentiality, Data Protection and Freedom of Information

30. 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.
31. 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.
32. 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.

33. 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.
34. 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.
35. 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.
36. The obligations in clauses 30 to 35 will continue after the termination or expiry of this Agreement.

Collusive Tendering

37. 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 Contract 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 contract 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 Contract or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

38. LCC shall be entitled to terminate the Contract in the event of a breach of this Condition 37.

Bankruptcy, Insolvency etc.

39. If the Contractor shall, from bankruptcy, insolvency, or any other cause be prevented or delayed in carrying out Services under the Contract 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 Contract 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.

End of Contract Procedures

40. At the end of the Contract (howsoever arising) and/or after the expiry of the Contract 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 Contract in order to ensure an effective handover of all Services then in progress.

Law

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

Whistleblowing Policy

42. 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 subcontractors who have an active involvement in Contracts for the Council, and any other employees.

Business Continuity

43. 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 of disruption.
44. 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)

45. 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 45a 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.

Environment

- 46. 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:

[http://website/environment policy.doc](http://website/environment%20policy.doc)

[http://environmental purchasing policy.pdf](http://environmental%20purchasing%20policy.pdf)

- 47. All costs associated with the Contractor's compliance with the requirements of clause 46 shall be deemed to be included in the Contract Price and the LCC shall not be liable for any additional costs other than those already set out in the Pricing Schedule.

SECTION B: OPERATIONAL CONDITIONS RELATING TO THE CONTRACT

INSURANCE, LICENSING, EMTIS PAYMENTS & FITNESS OF DRIVERS, VEHICLES AND EQUIPMENT

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 or community bus permit, private hire operator's or hackney carriage licence; vehicle excise duty (road tax), vehicle insurance and MOT test certificate (when required). To display required discs.
 - b) to ensure that all drivers hold any necessary Hackney, Private Hire or PSV licence and any other necessary qualifications and comply at all times with any relevant regulations.
 - c) to register with the relevant Traffic Commissioner(s) and copy to the TO all necessary particulars of the service and any subsequent variations to those particulars or agreed under the Contract where appropriate.
 - d) to promote confidence in the professionalism associated with contract passenger transport operations.
 - e) the costs levied by East Midlands Transport Information Service (EMTIS) 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 Council will be responsible for the costs levied by EMTIS. If the Operator fails to make any payment (pertaining to this contract and/or commercial services) due to East Midlands Transport Information Service (EMTIS) for the provision of information services on behalf of the Operator within a period of twenty eight (28) days from the date of the issue of the invoice from EMTIS, the Council shall be entitled to deduct such monies from any sum then due, or which at any time thereafter may become due to the Operator under this Contract or any other Contract with the Council.
2. Any 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.
 - e) not be refuelled during scheduled journeys.
 - f) not be left unattended with engine running or with passengers on board.
 - g) be equipped with a seat belt for every passenger
3. 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 or

CRB checked by the appropriate licensing authority as part of the taxi driver licensing process).

ADDITIONAL VEHICLE REQUIREMENTS

4. The driver will be expected to supervise boarding and alighting, check passes, take fares and issue receipts as appropriate

CONTRACT PAYMENTS AND PRICE VARIATIONS

5. Payment will normally be made on the 30th day after the receipt of a correct invoice and any required accompanying information after each calendar month's operation. This will normally be in the form of a monitoring or claim form as supplied by the County Council. Inaccurate or incomplete invoices or forms will result in delayed payment. 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.
 - a) In the case of minimum cost Contracts the Council will pay the Contractor 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 monthly invoice less fares collected for that period, with the proviso that for any period in which the income attributable exceeds the contract price that surplus shall be carried forward and offset against the next and, if necessary, succeeding periods by credit note.
 - b) The information to be included in the monitoring form will be determined from time to time by the Council but will include:-
 - i. Farebox revenue
 - ii. Number of passengers including concessionary travel holders
 - iii. Number of journeys provided
 - iv. Journeys operated late (more than 30 minutes) or with a vehicle which does not comply with the contract specification.
 - c) In addition, for minimum cost contracts, information relating to concessionary travel journeys must be supplied in a form to allow the Council to claim reimbursement from the relevant Travel Concession Authority.
 - d) Where monitoring forms are required they must be completed accurately. Failure to disclose late mileage or non-specification vehicles on monitoring forms will attract penalty points and is likely to delay payment.
 - e) In adverse weather conditions the following payment rules shall apply: the full morning rate will be paid for any scheduled morning journey if a vehicle has set out but is then unable to complete the job because of weather conditions, but no payment for the return journey if it was known that the journey was not required.
 - f) The preferred method of payment is by BACS, unless otherwise agreed by LCC.
6. No payment will be made for journeys that run early or, through the fault of the Contractor, 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. Please note that it is expected that every effort is made to operate all journeys. Drivers should contact their supervisor before not operating journeys. Return journeys must always be operated completely. Regular lateness should be reported to the Council.

7. Contracts within the Agreement that have been running for a minimum of 12 months will be eligible for a price review from the following April 1st each year, provided there has been no price adjustment within the previous 12 months. The review will be triggered by request and any uplift 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).

STATISTICS, AUDIT AND INSPECTION

8. 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 tickets and/or passes of passengers.
 - (e) Request relevant information from drivers and passengers.
 - (f) Travel as an escort on any Contract journey.

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

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

FARES AND CONCESSIONARY TRAVEL

11. Where fares are collected, any passenger who requests a receipt shall be issued with one showing the fare paid. Passengers travelling at concessionary rates should be asked to show a valid concessionary travel pass.
12. The Contractor shall maintain a system of cash collection in sufficient detail to identify passenger numbers and any revenue collected on each journey.
13. 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.
14. In the case of minimum cost Demand Responsive Transport contracts the Contractor shall charge such fares as are specified by the Council and those fares shall be varied in accordance with the Council's instructions.

15. On Demand Responsive Transport contracts children's fares should be available at all times and these should not exceed half of the adult fare unless otherwise specified by the Council. Children are defined by age as being 5 to 15 inclusive. Children under the age of 5 shall be carried free of charge provided they have the appropriate seating and a farepaying passenger accompanies them.

CONTRACT VARIATION & TERMINATION

16. Variations may be made to the details of service, route, frequency, timings and vehicle as specified in individual Contract schedule(s) subject to the prior agreement between the Council and the Contractor.
17. 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.
18. Additional or reduced picking up and setting down points on line of route will not attract any change in Contract rates.
19. Contracts may be terminated by either party at any time giving at least one calendar month notice or sooner by 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. 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 without appropriate notice.

PUBLICITY, NOTICES AND DATES OF OPERATION

20. The Contractor shall ensure that when requested, the route number and destination 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 the route number and destination at other times.
21. Copies of the service timetable must be carried and made available to passengers on request.
22. The Contract will operate as specified, except for Bank Holidays, Christmas Day, Boxing Day and New Year's Day, with the exception of Good Friday when the service will operate if scheduled.

SUB-CONTRACTING & ASSIGNMENT

23. 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 cast the Contractor shall inform the Council Council as soon as possible afterwards). In the event of sub-contracting taking place the Contractor remains liable for meeting all conditions of Contract. A limited number of 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.

24. 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.

OTHER REQUIREMENTS OF CONTRACTOR AND DRIVER

25. 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.
26. Drivers must comply with contract driver conditions.
27. 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 route and pick up points should be followed unless the driver is prevented from doing so by roadworks or similar.
28. Smoking by passengers or the driver is not permitted on any vehicle operating Services under this Contract, before or during the contract operation and notices to that effect must be displayed in the vehicle. Contractors are reminded that taxis are considered to be public places and covered by smoking legislation. This includes the use of electronic cigarettes.
29. 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. The Council will provide the minimum level of training if required by companies without their own training resources.
30. 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.
31. Unless otherwise instructed by the TO 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).
32. The Contractor must report by telephone to the TO all accidents, breakdowns or other significant delays whilst operating the Contract service. This information is to be provided as soon as possible after the breakdown or similar occurs.
33. 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 that travel on the Contract without prior notice from the TO. Any changes to the Contract schedule known by the Contractor must be reported to the TO 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.

34. The Contractor or his/her representative must be immediately contactable by telephone between 08:00 and 17:00 Monday to Friday and have available either a fax machine or e-mail facilities to assist in communications with the Council concerning the Contract. 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.
35. 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.
36. 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 he 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.
37. 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. The Council will be the 'Data Controller' for any CCTV recordings made during operation of any journey provided under contract.
38. The Contractor will co-operate in the installation and use of CCTV, 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 AND EQUIPMENT

39. A notice relating to the wearing of seatbelts must be displayed on every vehicle fitted with seatbelts.
40. Appropriate child restraints (including child and baby seats) must be used where applicable. All child restraints should be fitted correctly and in accordance with manufacturer's 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.
41. 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.
42. 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.

43. All equipment used in assisting passengers should be fit for purpose and contractors must ensure that all staff are properly trained in its use. If there is any doubt please request a risk assessment from the TO.
44. Every vehicle must carry a first aid kit in accordance with current guidelines of the Health and Safety Executive, see www.hse.gov.uk

FAILURE TO OPERATE SERVICE AS SPECIFIED

45. The Council operates a system of penalty points for any failure to operate services as specified in individual Contract Schedules (including Schedule 1) and Schedules 2 Sections A and B to ensure any penalties applied are fair and consistent; the system in use is described in Appendix A to this schedule. 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. 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.

SCHEDULE 2 - 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 consideration of tender awards for a period of time.
 - d) In awarding Contracts, consideration will be given to the past performance of Contractors on Contract services.
 - 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 further Contract awards, either temporarily or permanently.

3. Penalty points will be as follows:

CONTRACT CONDITION SCHEDULE & PARAGRAPH	PENALTY POINTS APPLIED FOR FAILURE TO OPERATE SERVICES AS SPECIFIED
Contract Schedule 1	5 for operating with vehicle not meeting specification, except in case of an emergency 5 for not operating to specification
Schedule 2 Section A	Variable at Council's discretion, unless otherwise stated
Schedule 2 Section B	As below:
1a	Contract terminated (no licences, tax, insurance or MOT) 7 (failure to display licences/tax)
1b	Contract terminated (driver licences and regulations)
1c	5 (service registration)
1d	Variable at the Council's discretion (professionalism)
1e	Contract terminated (not contributing to EMTIS)
2a	Variable at the Council's discretion (fit and serviceable)
2b	Variable at the Council's discretion (promote confidence in users)
2c	2 (effective heating, lighting and ventilation)
2d	2 (cleanliness)
2e	3 (refuelling on service)
2f	5 (vehicle unattended)
2g	7 (Unable to provide seatbelts for every passenger)
3	5 (CRB checked and displaying badge)
5b and 5c	Variable at the Council's discretion (incomplete/inaccurate/ missing monitoring form)
8	7 (refusal to allow Council Officers access to vehicle and/or documents)
9	Contract terminated (access to relevant books, documents etc)
10	5 (failure to provide accurate statistics)
11	5 (failure to check passes)
13	2 (carry and correctly interpret faretable) 2 (failure to permit free travel with valid pass)
14	2 (charging incorrect fares)
15	2 (incorrect child fares)
16	7 (contract varied without prior agreement)
20	2 (displaying boards and blinds)
21	1 (timetables available)
22	7 (operating days)
23	5 (sub-contracting)
25	2 (drivers appropriately dressed)
26	Various (comply with contract driver conditions)
27	7 (early running) 3 (late running up to 30 minutes) 5 (late running 31 minutes to 60 minutes) 7 (over 60 minutes late or non-operation)

	7 (incorrect route or pick up points)
28	2 (for failure to display sign), 7 (for driver smoking)
28	7 (Smoking on vehicle prior to or during the contract operation)
29	4 (customer care)
30	4 (no means of communication with driver during hours of operation), 7 (using mobile phone whilst vehicle in motion)
31	2 (audio and visual devices)
32	2 (reporting incidents)
34	3 (Unable to be contacted between 08:00- 18:00 – Monday to Friday)
35	3 Unable to be contacted immediately prior to & during operation)
36	2 (following up complaints)
37	2 (for breach of legislation or agreement, applicable to the Contract on which the CCTV system is in use on or destined for use on).
38	Contract terminated (non co-operation with installation and use of devices)
39	1 (seat belt notice)
40	7 (Insufficient/ Incorrect child restraints)
41	7 (Incorrect use of w/c restraint equipment)
42	5 (Failure to provide standard equipment (child seat/ restraints etc.)
44	5 (Not carrying a First Aid Kit)