

CONWY COUNTY BOROUGH COUNCIL
PASSENGER TRANSPORT SERVICES (PSV)
SCHEDULES 2 TO 10 GENERAL CONDITIONS OF CONTRACT

SCHEDULE 2: SCHOOL TRANSPORT OPERATIONS AND LOCAL BUS SERVICES

- (1). This schedule applies to all school transport contracts and local bus services to/from schools/colleges. Longer term partnerships shall in addition be subject to Schedule 9 (Quality Education Partnerships).
- (2). Except where indicated otherwise in the Service Specifications school buses should set out in time to deposit pupils at School at the school opening time but not more than 10 minutes beforehand and to arrive at school to collect pupils 10 minutes before the designated closing time of the school as shown in the Service Specification. Unless the Head Teacher grants permission, buses shall not depart earlier than 10 minutes after the closing time of the school. Journeys, which also permit carriage of the general public, shall be operated strictly in accordance with the timetable.
- (3). Engines shall be turned off while waiting at all termini and at schools/colleges.
- (4). Unless specifically designated by the Chief Officer, where a contract is designed to meet a bus for onward connection it is left to the operator to determine the point at which the connection is made. The Contractor must advise the Chief Officer in writing of such points at least fourteen days prior to the commencement of the contract and additionally immediately on any change. The following points must, however, be complied with:
 - (i). The meeting point must be within a quarter of a mile of either a telephone call box or shop; unless neither facility is available when the Contractor will inform the Chief Officer of an alternative point
 - (ii). The vehicle must arrive at the connection point at least five minutes before the scheduled arrival time of the second vehicle;
 - (iii). The driver shall wait with passengers on the vehicle until the second vehicle arrives;
 - (iv). The vehicle shall arrive for the return journey at the connection point between five and ten minutes before the arrival time of the incoming vehicle.
 - (v). The Chief Officer reserves the right to amend the connection point.
- (5). It shall be the Contractor's responsibility to check with the appropriate Head Teachers the dates of school terms or the days or dates when the Contractor's services are not required - e.g. Occasional days, parliamentary/local government elections, strikes, state occasions, additional statutory holidays, inclement weather, in-service training days, etc and all other days. Payment will not be made for such days.
- (6). The Contractor shall issue a written timetable for each service to the Head Teacher and Chief Officer before the commencement of the contract. Where variations are made to the route, stopping places, or timetable, the Contractor shall ensure that the Head Teacher and pupils are given a minimum of 5 days written notice, and that a revised timetable is submitted to the Head Teacher and Chief Officer before commencement of the revised route.

- (7). The number of seated passengers shall not exceed the authorised seating capacity of the vehicle. Each pupil/student shall have his/her own seat. If the vehicle is overcrowded, the Contractor shall notify the Chief Officer immediately.
- (8). It shall be the driver's responsibility to ensure that the legal carrying capacity of vehicles is not exceeded. There shall be no standing on either school transport journeys or local bus services used for the carriage of school/college pupils.
- (9). All seats shall have a seat belt or appropriate restraint in accordance with clause 3.03 of the General Conditions of Contract.
- (10). Where journeys also permit the carriage of the general public, absolute priority shall be given to pupils entitled to free school transport. Instances of inadequate capacity shall be reported to the Chief Officer immediately.
- (11). Journeys identified as school journeys in the Service Specification and Price Schedule (Schedule 1) shall only be operated on school or college days as required by the Contractor under paragraph (3) of this schedule, unless Schedule 1 specifically requires operation on other days.
- (12). Unless otherwise authorised by the Chief Officer, no public service vehicle with 16 or more passenger seats shall be used on school transport contracts unless it has a power operated passenger entrance/exit.
- (13). The procedure for the boarding and alighting of passengers on a public service vehicle with 15 passenger seats or less (or vehicles without a power operated door with a higher capacity for which permission has been granted by the Chief Officer) is as follows:
 - (i). Passengers up to and including school year 11 must under no circumstances operate the passenger door;
 - (ii). Either an adult or the driver must open and close the door, taking care to supervise the safe boarding and alighting of passengers;
 - (iii). Before a driver leaves the cab to open the passenger door, he/she must ensure that the vehicle's engine is switched off, the key removed and the hand brake fully applied. The vehicle should also be left in gear as an additional safeguard.
- (14). Vehicles which have only longitudinal inward facing passenger seats to the rear of the driver's seat shall not be used on any service which is the subject of this Contract.
- (15). All vehicles used in the carriage of school children shall be fitted with digital closed circuit television equipment to a standard suitable to be used as evidence in court and capable of recording during the entire length of the journey. It shall be the responsibility of the contractor (unless otherwise stated) to provide, install, maintain and use this equipment in full compliance with all relevant legislation. The minimum number of cameras in passenger areas is: for single deck vehicles three, for double deck vehicles, three in the upper and three in the lower saloon. The Contractor shall comply with all legal requirements surrounding the use of such equipment and safe keeping of video images and display appropriate bilingual notices (Welsh first) on contract vehicles that such equipment is being used.

- (16).The Contractor shall at his expense display prominently at the front of the vehicle a destination board showing the bus identification number, origin and school(s) served as shown in the Service Specification in the format prescribed by the Council in Schedule 3. Nothing contained in this paragraph shall contravene or conflict with the requirements of the Department for Transport to ensure satisfactory visibility through the front windscreen. Any Contractor who feels that compliance with these provisions would seriously obstruct visibility should contact the Chief Officer immediately.
- (17).Unless otherwise specified in Schedule 1 vehicles used on contracts of more than three but less than six years in duration should be operated with a vehicle that is no older than 15 years from the commencement of the contract.
- (18).Where the Contract specifies a Passenger Supervisor to assist in the behaviour of pupils/students, the Contractor shall employ only such adults of good repute who comply fully with the provisions pertaining to Drivers of Clause 3 of the General Conditions of Contract including in relation to the disclosure of criminal records.
- (19).Subcontracting and subletting shall be in accordance with Clause 3.02 of the General Conditions of Contract. In an emergency or for any other reason, it shall be the Contractor's responsibility to arrange for any sub-contracting rather than the Council's. Should the Contractor be unable to undertake such arrangements then the Chief Officer will provide the necessary cover provided that the Contractor:
- a). Meets all additional costs of any such cover, by deduction from the monthly claim; and
 - b). Additionally in respect of administration costs allows the Council to deduct a sum per contract per day 's cover:
 - i) equivalent to 20 per cent of the daily contract price; or
 - ii) £20, whichever is the higher
- (20).The Contractor shall be responsible for risk assessing all school and college transport operations generically and individual routes and stopping points and shall provide the Chief Officer with a copy of their Safe System of Work and each contract risk assessment at least six weeks after the start of a contract. The Contractor shall risk assess all subsequent variations including mileage and increased or decreased vehicle capacity and provide the Chief Officer with an amended route risk assessment, within seven days of being notified of such a variation and any variation to the Safe System of Work.
- (21).The driver shall check bus passes daily each morning and afternoon and the contractor shall report to the chief officer instances where pupils are not producing a valid pass. In addition, where the Council has designated a contract as "no pass no travel", other than during the first two weeks of the Autumn school term or as otherwise agreed with the Chief Officer the driver shall allow only passengers to travel who have produced a valid pass or letter from the respective head teacher.
- (22).The use of mobile phones or similar communications equipment e.g. two-way radios whether hand held or handsfree shall not be permitted to be used while driving during the course of the contract including during periods where any Passenger Assistant is carried. Drivers are permitted to stop safely periodically to use such equipment for messages.

(23).Contractors shall ensure that all staff are aware of understand and comply with the Council Code of Conduct for school transport.

CONWY COUNTY BOROUGH COUNCIL
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SCHEDULES 2 TO 10 GENERAL CONDITIONS OF CONTRACT

SCHEDULE 2A: SOCIAL SERVICES TRANSPORT OPERATIONS

- (1) Except where otherwise indicated in the Service Specification and Price Schedule, Contract Vehicles shall set out in time to deposit Passengers at their destination no more than 10 minutes beforehand and to arrive at the designated points to collect Passengers 5 minutes before the time stated in the Service Specification.
- (2) It is the Contractor's responsibility to check with the appropriate Social Services manager at centres or workplaces the dates when each facility is open.
- (3) Any enquiries regarding holidays and closures or dates when the Contractor's services are not required should be addressed to the Centre or Workplace manager.
- (4) The Contractor shall be required to issue a written timetable for each service to the centre manager and Chief Officer and where appropriate the Passenger Assistant before commencement of the Contract. Where variations are made to the route, stopping places or timetable, the Contractor must ensure that the centre manager and if appropriate the Passenger Assistant are given a minimum of five days written notice and that a revised timetable is submitted to the centre manager and Chief Officer before commencement of the revised route.
- (5) Where variations to the route, stopping places or timetable of the service provided under the Contract have been agreed by the Chief Officer, the Contractor shall ensure that the centre manager, Passengers and Passenger Assistants are aware of such variations.
- (6) The seating capacity of any Contract Vehicle shall be that determined by the appropriate Licensing Authority.
- (7) Except in an emergency, Passengers shall not be required to change Contract Vehicles at any point along the line of route without the prior permission of the Chief Officer.
- (8) The arrangements for the boarding and alighting of Contract Vehicles which are not car-derived and not fitted with a power operated door shall be as follows:-
 - (i) If a Passenger is able to operate a passenger door safely it shall only be under the direct external supervision of the Driver, Passenger Assistant, Passenger Supervisor or other adult. The Driver, Passenger Assistant, Passenger Supervisor or other adult shall ensure that Passengers are safely boarded and alighted before proceeding.
 - (ii) Otherwise, only an adult, the Passenger Assistant, or Passenger Supervisor where applicable or Driver must open and close the door, taking care to supervise the safe boarding or alighting of Passengers.

- (iii) Before the Driver leaves the cab to open the passenger door, he/she must ensure that the Contract Vehicle's engine is switched off, the starter key removed, the vehicle is in gear and the hand brake is fully applied.
- (9) The Contractor will comply with any reasonable request from the Chief Officer to ensure that the passenger/vulnerable person is able to access the vehicle from his or her home at the start of a journey and gain access to his or her home at the end of the journey.
- (10) The Contractor shall complete annually or at such other time as requested by the Chief Officer, a survey for each Contract. Failure to do so may result in the suspension of payments.
- (11) Where the Contract specifies a Passenger Supervisor to assist in the behaviour of Passengers, the Contractor shall employ only such adults of good repute who comply fully with the provisions pertaining to Drivers in Condition 3 of the General Conditions of Contract including in relation to the disclosure of criminal records.
- (12) Sub-contracting and sub-letting shall be in accordance with Condition 3.02 of the General Conditions of Contract. In an emergency or for any other reason it shall be the Contractor's responsibility to arrange for any sub-contracting. Should the Contractor be unable to undertake such arrangements then the Chief Officer will provide the necessary cover provided that the Contractor:
 - a. Meets all additional costs of any such cover, by deduction from the monthly claim; and
 - b. additionally in respect of administration costs allows the Council to deduct a sum per Contract per day's cover:
 - i. equivalent to 20 per cent of the daily contract price; or
 - ii. £20whichever is the higher.
- (13) The Contractor shall be responsible for risk assessing all routes and stopping points and shall provide the Chief Officer with a copy of their Safe System of Work and each contract risk assessment at least six weeks after the start of a Contract. The Contractor shall risk assess all subsequent variations including mileage and increased or decreased vehicle capacity and provide the Chief Officer with an amended route risk assessment within seven days of being notified of such a variation and any variation to the Safe System of Work.
- (14) The use of mobile phones or similar communications equipment e.g. two-way radios whether hand held or handsfree shall not be permitted to be used while driving during the course of the contract including during periods where any Passenger Assistant is carried. Drivers are permitted to stop safely periodically to use such equipment for messages.

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SCHEDULE 3: LOCAL SERVICE OPERATIONS

1.0 Timetables

2.1 The Council will publish timetables on the Contractor's behalf. However, should the Contractor wish to produce his own timetables it shall be of a high standard and consistency. All timetable information produced by Contractors for Local Service Contracts shall:

- (i) Be either typed or typeset.
- (ii) Have route numbers and destinations.
- (iii) Include "This service is operated under contract to the Council" and include the appropriate Council logo.
- (iv) Include the following details in English/Welsh format:
 - (a) Origin, destination and main points served
 - (b) Days of operation
 - (c) Any explanatory notes
 - (d) Name of Contractor
- (v) Make reference to any other Contracts over common sections of route.
- (vi) Where a timetable shows both commercial and contract journeys, the contract journeys shall be clearly identified and a reference to the Council included (as in (iii) above). The Chief Officer may at his discretion require other specific notation to be used for such identification. Such additional information shall be communicated to the Contractor as and when deemed necessary.

1.2 The Contractor shall advise the Chief Officer, within 14 days of notification of a successful tender whether or not he intends to produce a timetable showing contract journeys. A copy of any such timetable shall be sent to the Chief Officer for information, at least 7 days before distribution to the general public.

1.3 The contractor shall ensure that copies of the Council's timetables are available to the public at the contractor's offices and on the vehicle(s) used to operate the services under this contract.

2.0 Destination Displays

2.1 Route numbers and destinations shall be displayed in accordance with the Schedule 1.

2.2 Unless otherwise agreed in writing by the Chief Officer or if there is a requirement in Schedule 1 to supply orange coloured electronic destination equipment (at the front, side, and rear of the vehicle), on all other local service contracts, the

requirement shall be Route number (at least 200mm in height) / destination (at least 100mm in height) in yellow on black incorporated into the vehicle and which can be properly illuminated .

2.3 Unless otherwise agreed in writing by the Chief Officer, on all other local service contracts, the requirement shall be Route number (at least 200mm in height) / destination (at least 100mm in height) in white or yellow on black incorporated into the vehicle and which can be properly illuminated.

2.4 In the case of a journey whose primary purpose is the carriage of school pupils or college students, a destination board, white or yellow on black. In the case of vehicles with 29 seats and over, characters shall be at least four inches in height; for vehicles with fewer than 29 seats, characters shall be two inches in height.

3.0 Nothing contained in Clause 2 shall contravene or conflict with the requirements of the Department for Transport to ensure satisfactory visibility through the front windscreen. Any Contractor who feels that compliance with the provisions of Clause 2 would seriously obstruct visibility should contact the Chief Officer immediately.

4.0 Notices to Passengers

4.1 The Contractor shall adequately display notices to passengers where the route, timetable or fare is being amended, either temporarily or permanently.

4.2 All such notices may be supplied by the Council upon receipt of a request from the Contractor.

4.3 Notices shall be prominently displayed in vehicles at points where they can be easily read by passengers.

5.0 Traveline Cymru

5.1 Contractors shall be required to furnish PTI Cymru Ltd with details of all local bus service contract registrations variations and cancellations at the same times as these are sent to the Traffic Commissioner.

6.0 Vehicles

6.1 Where the contract specifies a low floor bus and or an age restriction at least 95 per cent of mileage under the contract shall be operated by such vehicle(s). The remaining percentage may be operated by other vehicle(s) provided (a) they have the same number of passenger seats or more (b) unless on a local service specifically for the carriage of pupils or students they are a service bus and not a coach and (c) notice to the Chief Officer is given in advance.

6.2 All vehicles on local bus service contracts shall have passenger entrance power doors.

6.3 Where the service specification indicates that real time information is required, the vehicle shall be fitted with such equipment to operate the system including on board equipment showing destinations/times. Such equipment shall operate

in accordance with the Council's agreed RTI conditions. RTI equipment may be available for loan from the Council to be fitted, transferred or removed at the contractor's expense. It shall be the contractor's responsibility to provide electronic information on timetable amendments to the real time information provider at the appropriate time before changes occur (normally three weeks in advance) including journey numbers.

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SCHEDULE 4: INCIDENT REPORTING PROCEDURE

- 1) Any incident/accident shall be reported by the Contractor using the appropriate form provided by the Chief Officer.
- 2) Incidents/accidents shall be reported by telephone at the earliest opportunity and confirmed in writing to the Chief Officer within 24 hours of the occurrence of the incident/accident.
- 3) After completion the appropriate form should be distributed as follows:
 - a. Copy 1 shall be sent to the Chief Officer.
 - b. A copy shall be retained by the Contractor.
- 4) The forms shall be used to report any incident/accident/near miss that occurs whilst Service Users are in the process of boarding, being carried on or alighting from the Contract Vehicle or being assisted to from addresses as identified in Schedule 1 and shall include Service User behavioural problems or any incident/accident involving the Contract Vehicle itself whilst it is being used during the operation of the Contract.
- 5) Failure to comply with the above procedure may result in the Chief Officer invoking the provisions of Condition 12 of the General Conditions of Contract.
- 6) RIDDOR, the reporting of injuries, diseases and dangerous occurrence regulations may apply to the reporting of some incidents. Contractors should be aware of this and what to do.

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SCHEDULE 5: VEHICLE SPECIFICATION (LOCAL SERVICES)

1. This schedule applies to all local services. Note that Paragraph 3 refers to additional requirements for vehicles using low floor buses.
2. Mandatory Requirements
 - 2.1 Unless otherwise authorised by the Chief Officer, no public service vehicle shall be used on a Local Service Contract unless it has power operated passenger entrances/exits and is suitable for one person operation.
 - 2.2 Vehicles which have only longitudinal inward facing passenger seats to the rear of the driver's seat shall not be used on any service which is the subject of this Contract.
 - 2.3 Where any service the subject of this Contract requires a reversing manoeuvre on the public highway an audible alarm shall be sounded while the vehicle is reversing. It shall be the Contractor's responsibility to confirm the need for reversing.
 - 2.4 At least 4 seats on vehicles, other than hackney carriages operated under a special restricted PSV license, used on Local Service Contracts shall be labelled "Priority to Elderly and Disabled".
 - 2.5 Smoking shall be prohibited on all vehicles. The Contractor shall ensure that appropriate signs are displayed to this effect on vehicles the subject of this contract.
 - 2.6 Unless otherwise stated in Schedule 1 or otherwise agreed in writing by the Chief Officer, any vehicle used on a Local Service Contract shall be in a recognised company livery, except where vehicles have been specifically painted for advertising purposes.
 - 2.7 The Council reserves the right to specify a special livery of not more than 3 colours for such vehicles in addition to the use of the Council's recognised logos.
 - 2.8 Except in an emergency, passengers shall not be required to change vehicles at any point along the line of route without the prior permission of the Chief Officer.
3. Provision of facilities for elderly and disabled passengers
 - 3.1 Unless otherwise stated in Schedule 1 or where there is a stated requirement to operate journey(s) by low floor bus(es), the Contractor shall provide such vehicles that comply with the Disabled Persons' Transport Advisory Committee's Bus Specification ("DPTAC Specification") dated January 1994, governing such areas as bus interiors, entrances/exits including minimum step heights,

doorways, floors/gangways, handrails, seats, bell pushes, signs, luggage space, etc.

4. Additional Requirements for contracts using Low Floor Buses

4.1 Contracts specifying a low floor bus or buses for all or part of Schedule 1 shall use a vehicle fully compliant with the Equality Act 2010 and subsequent regulations. The public transport regulations regarding the Disability Discrimination Act are newly in place and Contractors wishing to use an existing low floor vehicle are responsible for ensuring full compliance.

4.2 The Safety on Learner Transport (Wales) Measure 2011("the Measure") requires local authorities and governing bodies of maintained schools (a "relevant body") to ensure that every bus used for dedicated learner transport has a seat belt fitted to every passenger seat by 1 October 2014.

By law, minibuses, coaches and buses (except buses designed for urban use with standing passengers) first used on or after 1 October 2001 must have seat belts fitted by the manufacturer on all forward and rearward facing seats (regulation 47 of the Road Vehicles (Construction and Use) Regulations 1986). Minibuses first used before 1 October 2001 must have a seat belt fitted to any forward facing front seat. Coaches first used before 1 October 2001 must have seatbelts fitted to all exposed forward facing seats.

The Measure requires that every bus provided or secured by a relevant body and used for learner transport has a seat belt fitted to every passenger seat. Service buses, which are used in any capacity for dedicated learner transport (even if the majority of their journeys are non dedicated learner transport service routes), will also need to be fitted with seat belts.

The provision does not cover public service buses used by learners with local authority-purchased bus passes, even if the route is mostly used by learners travelling to and from school or college. (Public service buses are buses that allow members of the general public to use that service as well as learners who use the service bus to travel to and from school/college).

Any double deck buses used for contracted learner transport on or after 1st October 2014 will need to have seat belts fitted to every passenger seat in the same way as single deck vehicles and conform to the correct safety standards stipulated in the "Guidance for the provision of seat belts on dedicated learner transport (December 2012).

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SCHEDULE 6: PUBLIC HOLIDAYS AND DAYS OF OPERATION

- 1) Services which normally operate on Sunday will also be required to operate on the following Bank Holidays :

Good Friday
Easter Monday
May Day
Spring Bank Holiday Monday
August Bank Holiday Monday

- 2) No additional payment will be made for these occasions. The Chief Officer may, however, require Sunday Contracts to operate on other occasions and in this event payment will be made at 1/57 of the tendered price.
- 3) Services which normally operate on a frequency of less than six days a week including a Friday will also be required to operate on the Thursday before Good Friday.
- 4) Unless the quotation requires a price per day when a tender period is less than a full year the prices quoted shall be an annualised figure.
- 5) The contract shall be operative between the dates shown in the Schedule 1 (or such later date as the Council and the Contractor may agree in writing).

The number of days of operation in a full 12 month period are as follows:

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|--|------|
| Monday to Saturday (except public holidays) | 305* |
| Monday to Friday | 253* |
| Sundays | 52* |
| Bank Holiday | 5 |
| Schooldays | 190 |
| College Days | 180 |
| Christmas Day, Boxing Day, New Year's Day (No Service) | 3 |

* - Contractors should allow for an extra day in leap years (depending upon the day of the week) when considering the tender price. It is assumed that if Christmas Day, Boxing Day or New Year's Day fall on a Sunday there will be an additional public holiday on a weekday on which a Sunday service will operate.

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SCHEDULE 7: QUALITY OF SERVICE AND SYSTEM OF OPERATION OF FINANCIAL DEDUCTIONS

1) Introduction

The Council may in its absolute discretion make deductions from a claim submitted by the Contractors in the event that:-

- (i) an authorised Council Officer employed by the Chief Officer for the purposes of public or school transport specifically monitoring services identifies a failure to comply with contractual requirements; or
- (ii) in the case of School Transport Contracts and Local Service Contracts to/from schools the Head Teacher of the school concerned makes a written report about unsatisfactory timekeeping or failure to operate.

2) Details of Financial Deductions

| 2.1 Service Quality | Financial Deduction (Pounds Sterling) |
|--|--|
| • Operation of a journey, up to 5 mins before the time specified in Schedule 1 | £60 |
| • Operation of a journey, more than 5 mins before the time specified in Schedule 1 | £70 |
| • Non-operation or completion of a journey | £70 |
| • Operation of a journey between 5 and 9 mins later than the time specified in Schedule 1 | £40 |
| • Operation of a journey more than 10 mins later than the time specified in Schedule | £60 |
| • Failure to display correct destination or service number or bus identification number on vehicle | £70 per vehicle per day |
| • Failure to display any prescribed logo | £40 per vehicle per day |
| • Failure to comply with any aspects of Schedule 3 part 2 to 4 | £40 per vehicle per day |
| • Failure to comply with Schedule 5 part 2 | Up to £60 per breach |
| • Failure to comply with Schedule 9 where applicable (other than for destination/route number above) | £70 per vehicle per day |
| • Failure to comply with Clause 3.05.3 | £40 |
| • Any other breach of contract | £60 |
| • Failure to provide adequate seating capacity leading to over-crowding | £60 |
| 2.2. Operators have a right of appeal in writing to the Chief Officer stating the grounds of appeal within seven days of the date of the deduction letter. | |

3) Claim from Passengers

In addition to the foregoing the Contractor will be liable for any claims from passengers for expenses necessitated by the failure of a contract to operate or by early running in accordance with the Schedules of Contract.

- 4) The Contractor will be required to send a certificate with each monthly invoice indicating whether any journeys were not operated during the previous month and giving reasons for any failures to operate. Financial deductions as indicated in schedule 7 will then apply accordingly.
- 5) The Chief Officer is authorised to waive any penalty if he is satisfied that the failure to operate, or irregular operation arose as a result of difficult weather conditions, particular cases of traffic delay or other unforeseen circumstances. The onus is on the contractor to advise the Chief Officer of any difficulties arising from any such cause. In event of no such advice being received, financial deductions indicated in schedule 7 will apply.
- 6) For journeys which are operated by low floor bus where a substitution of a vehicle other than required in the Contract takes place the Contractor shall inform the Chief Officer in writing by facsimile (fax) immediately of the vehicle(s) to be used and reasons for the substitution. The Council may take this information into account when determining whether financial deductions should apply.
- 7) It is also suggested that operators shall furnish a statement of early and late running giving explanations where possible. The Chief Officer will then be in a position to take account of such circumstances when considering whether to levy any deductions.
- 8) If the Contractor considers that the running time given in the timetable schedule is the cause of unreliable operation, he must inform the Chief Officer in writing within one month from commencement of the Contract. The Chief Officer will then examine the case for revising the timetable to eliminate the problem in conjunction with the contractor. In such circumstances financial deductions will normally be waived, for such time as is necessary to resolve the difficulty affecting the journey(s) in question.
- 9) In the event of the Contractor being dissatisfied with the decision of the Chief Officer in any instance he shall have the right to appeal in writing by stating the grounds of his appeal.

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SCHEDULE 8: EDUCATION QUALITY PARTNERSHIP

1. For specified longer-term contracts of more than five years in length, this Schedule is in addition to Schedule 2 (School Transport Operations).
2. This Schedule applies to all specified school/college contracts let for a period exceeding 5 years (longer-term contracts).
3. This Schedule presumes that the Contractor will comply with all other parts of the General Conditions of Contract and legal requirements.

(i) Vehicle Age & Type

For contracts awarded for more than 9 years: vehicle used shall be newly registered at the start or within 6 months of the contract start date and comply fully with the current Disabled requirements in force at the time of vehicle registration.

For contracts awarded for more than 6 but less than 9 years: vehicle shall be no more than 7 years old at the commencement of the contract subject to the written agreement of the Chief Officer an older suitably re-bodied and/or refurbished to a similar standard.

Such partnerships shall be for a range of vehicle types and include, whether re-bodied or not, single deck vehicles capable of carrying 60 or more passengers.

(ii) Vehicles – presentation

External

Cleaned daily taking into account the prevailing conditions

Internal

Clean, dry, swept out between trips; Graffiti removed within 24 hours
Damage to seats and fitting repaired within 24 hours

Livery

Unless otherwise agreed in writing by the Chief Officer, use of recognised Yellow Bus livery (RAL 1003 or equivalent) with appropriate logos/decals and/or bilingual text (Welsh first) as agreed by the Chief Officer

(iii) Drivers

Regular drivers

A regular driver (or rotation of a maximum of 4)

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|------------------------------------|---|
| Familiarity with vehicle | Drivers to be fully competent in the operation of the vehicle |
| Familiarity with route | Drivers to be fully familiar with the route, all stopping points, timetable |
| Competency | Drivers to be of professional manner and competent to deal with passengers in terms of courtesy, dealing with behaviour issues, coping with disabilities. |
| Presentation/Identity | Drivers to be of smart appearance and in the recognised company uniform Drivers to be trained to NVQ or similar level. |
| Driver checks | Drivers to have name badges |
| (iv) Journey times/Operations | The Council will endeavour to give at least 10 working days notice of any route changes. The Contractor shall give pupils/head teachers at least 5 schooldays notice of such change |
| Arrivals and Departures at Schools | Arrival/departure times at school will be as laid out in Schedule 2 |
| Operating to timetable | The contract will not run early for whatever reason. The Contract will not run late except through circumstances beyond the Contractor's control. |
| Delays/cancellations | The driver will inform the school by mobile telephone of delays of more than 15 minutes (morning and afternoon) |
| Route deviation | Deviations are not permitted unless instructed to do so by a police officer or because of road works/closure |
| Published timetable | The Contractor will ensure the head teacher and all pupils have a copy of a timetable for the route showing all stopping points and times. In addition, this will include such information as names and telephone numbers of the Contractor, school and Passenger Transport |
| (v) Signage | In accordance with Schedule 2 |
| (vi) Operations | |
| Waiting at schools | Vehicle engines must be switched off when awaiting passengers in the afternoon at school/college |

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|--------------------------------|--|
| Receiving passengers | Passes to be checked during every trip. Drivers shall confirm those pupils travelling against the list of users supplied each morning and afternoon. This to be handed daily to the school |
| Pick-up/set down places | Only recognised pick up and set down points should be observed |
| Seating capacity/Belts | Seating shall be in accordance with Schedule 2. Three point lap and diagonal belts shall be fitted throughout in full compliance with relevant legislation (for belts and anchorage points) |
| Seating plans | The Contractor shall allocate a seat to each pupil at the start of a term. A copy of the plan will be available in the vehicle for the driver |
| Lost property | Driver to check vehicle immediately after every trip and any property found to be handed to the Contractor immediately who will then notify the school |
| CCTV | To be fitted in accordance with Schedule 2 save that the system should include forward, rear facing and side facing cameras plus a reversing camera |
| Notices | Clearly on display inside the vehicle shall be the contact name, address and telephone number of the Contractor |
| Communications | The vehicle shall be fitted with a public address system (not to be used while vehicle is in motion) |
| (vii) Complaints | <p>The Contractor needs to have adopted and have approved by the Council a system of handling complaints. This must be capable of inspection by the Council at any reasonable time.</p> <p>All complaints must be investigated. Written complaints are to receive a written response within 7 working days and must be copied to the Chief Officer together with the original letter of complaint. The written Responses must refer to the Council in order to give the complainant the opportunity to take the matter forward in case of not being satisfied. Where the Council instigates a complaint, the Contractor must respond in writing within 7 working days. Letters received in the Welsh language must be responded to in that language.</p> |
| (viii) Monitoring of standards | The Council & Contractor shall review performance of this contract periodically to ensure that all targets contract conditions are met. |

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SCHEDULE 9: INCLEMENT WEATHER

Unless a school or social services facility is already closed, in the event of bad weather in the morning, it shall be the operators' sole decision as to whether the contract shall operate. This will depend upon the conditions at the time, the forecast conditions up to 0900, those for the remainder of the day and the location of the route & school/facility.

If bad weather prevents a contract vehicle operating in the morning, no return service will normally operate in the afternoon even if the weather improves. In the event of the morning journey to the school/facility being cancelled by the operator on the grounds of adverse weather, the operator will not normally be responsible for conveying passengers home in the afternoon.

In such circumstances, parents/carers of passengers who normally travel on school transport are asked not to bring their children to school themselves. Should they choose to ignore this advice and, at their own risk, undertake the run themselves, the parents/carers then become responsible for conveying the passengers children home again at the end of the day, or earlier, if it becomes necessary to send all passengers home and close the school due to worsening weather conditions.

Where a contractor has brought pupils/clients to school/a facility in the morning and the contractor fears conditions will worsen before the end of the usual opening day, it remains the contractor's responsibility to ensure that passengers arrive home safely.

Under these circumstances, operators may wish to start an afternoon journey earlier than would normally be the case and shall advise the school/facility accordingly. The operator shall ensure that it follows the advice then given by the head teacher/facility staff regarding the picking up of passengers early (e.g. as regards dropping vulnerable passengers off who may then be unsupervised at home).

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SCHEDULE 10: CONTRACT VARIATIONS

- 1.0 Where it is necessary to vary the route of a contracted service the following maximum rates in pence per mile shall apply for contracts requiring vehicles:
 - 1.1 between 9 and 16 passenger seats: 74p
 - 1.2 between 17 and 33 passenger seats: £1.26
 - 1.3 exceeding 34 seats: £1.41
- 2.0 These rates will apply to either a decrease or increase in contract mileage.
- 3.0 Operators who wish to offer a mileage variation rate below these rates should provide written details accompanying the tender documents.