

CONWY COUNTY BOROUGH COUNCIL
SCHOOL & SOCIAL SERVICES TRANSPORT SERVICES (HACKNEY & PRIVATE HIRE)
SCHEDULE 2 TO 9 GENERAL CONDITIONS OF CONTRACT

SCHEDULE 2 : SCHOOL TRANSPORT OPERATIONS

- (1) Except where otherwise indicated in the Service Specification and Price Schedule, Contract Vehicles shall 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 5 minutes before designated closing time of the school as shown in the Service Specification.

Unless specifically authorised by the Chief Officer, where a Contract is designated to meet a vehicle for onward connection it is left to the Contractor 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 a shop; unless neither facility is available when the Contractor will inform the Chief Officer of an alternative point
 - (ii) The Contract Vehicle must arrive at the connection point at least five minutes before the scheduled arrival time of the collecting vehicle;
 - (iii) The Driver shall wait with Service Users in the Contract Vehicle until the collecting vehicle arrives;
 - (iv) The Contract Vehicle shall arrive for the return journey at the connection point between five and ten minutes before the arrival of the incoming vehicle;
 - (v) The Chief Officer reserves the right to amend the connection point.
- (2) 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.
- (3) Any enquiries regarding school holidays and other dates when the Contractor's services are not required should be addressed to the Head Teacher.
- (4) The Contractor shall be required to issue a written timetable for each service to the Head Teacher, 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 Head Teacher, pupils and Passenger Assistant are given a minimum of five days written notice and that a revised timetable is submitted to the Head Teacher 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 Head Teacher, pupils 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, Service Users 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) Pupils up to and including school year 11 must under no circumstances operate the passenger door.
 - (ii) Either an adult, the Passenger Assistant where applicable or Driver must open and close the door, taking care to supervise the safe boarding and alighting of Service Users.
 - (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 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.
- (10) 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 in Condition 3 of the General Conditions of Contract including in relation to the disclosure of criminal records.
- (11) 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. £25,whichever is the higher.
- (12) 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.

- (13) 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.
- (14) Contractors shall ensure that all staff are aware of understand and comply with the Council Code of Conduct for school transport.

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SCHEDULE 2A : SOCIAL SERVICES TRANSPORT OPERATIONS

- (1) Vehicles shall set out in time to collect / deposit Service Users at their designated collection / drop off point as indicated in the Service Specification and Price Schedule.

It is the Contractor's responsibility to check with the appropriate Centre Manager the arrangements for Bank Holidays or the days or dates when the Contractor's services are not required e.g. occasional days and all other days. Payment will not be made for such days.

- (2) Any enquiries regarding bank holidays, closures or other dates when the Contractor's services are not required should be addressed to the Centre Manager and / or Transport Manager.
- (3) The Contractor shall be required to issue a written timetable for each service to the centre manager and (if applicable) Chief Officer and where appropriate the Service User 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 Service User and Service User Assistant are under normal circumstances 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.
- (4) 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, Service Users and Passenger Assistant are aware of such variations.
- (5) The seating capacity of any Contract Vehicle shall be that determined by the appropriate Licensing Authority.
- (6) Except in an emergency, Service Users and Passenger Assistants shall not be required to change Contract Vehicles at any point along the line of route without the prior permission of the Chief Officer.
- (7) 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 Service User 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 Service Users are safely boarded and alighted before proceeding.
 - (ii) Otherwise, only an adult or 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 Service Users.

- (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.
- (8) The Contractor will comply with any reasonable request from the Chief Officer to ensure that the Service User/vulnerable person is able to access the Contract 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.
- (9) Unless otherwise agreed 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.
- (10) 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.
- (11) 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.
- (12) Unless otherwise agreed the Contractor shall be responsible for risk assessing 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.
- (13) 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 escort is carried. Drivers are permitted to stop safely periodically to use such equipment for messages.
- (14) Where a Passenger Assistant is not provided by the Chief Officer, the driver of the vehicle shall be responsible for the Service Users allocated to the contract from the door of the premises where they are to be picked up until handed over to the care worker responsible for them. On the return journey the driver is responsible until the

Service Users have reached their own front door of the premises to which they are to be taken.

- (15) On arrival at day centres, drivers shall sign a register to confirm which Service Users have been handed over to Centre staff. On departure, drivers shall sign to confirm which Service Users have been picked up.
- (16) Drivers will carry a list of names and addresses of the Service Users allocated to the contract together with emergency contact numbers. If any passenger is not picked up from home this should be reported on arrival at the Centre or reported immediately to Social Services for Adults transport, together with the reason if known.
- (17) The Contractor's Drivers shall at all times:
 - (a) take all reasonable steps to ensure the Safety of Service Users and not leave the vehicle unattended at any time whilst there are Service Users on board the said vehicle unless the driver is assisting another passenger from the vehicle. Where this is likely to happen, the driver must ensure that they are compliant with Schedule 2 paragraph 9 of these General Conditions of Contract;
 - (b) ensure that all passengers are seated before leaving any stop;
 - (c) not attempt to discipline passengers. Any instances of vandalism or other misbehaviour by passengers should be recorded by drivers, together with the names of those involved where possible. This information must be forwarded to the transport manager for Social Services for Adults; and
 - (d) notify immediately or soon as practicable in line with Schedule 4 of this document of accident; incident or near miss involving either the vehicle; passenger assistant or service user whilst on Contract to Social Services for Adults.
- (18) Operation of Vehicle
 - (a) The Contractor shall ensure that any vehicle used in the performance of this contract will carry a mobile telephone, or other means of mobile communication, so that, in the case of a breakdown or emergency, the driver can arrange for a relief vehicle and notify the relevant Day Centres or other establishments and the Social Services for Adults, Transport Section of the Council. The Contractor must ensure that the Authority has correct contact numbers to ensure that they can contact the base at all times. It should also be ensured that the operators can always contact the driver and vice versa

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SCHEDULE 3 : VEHICLE SPECIFICATION

1. Seat belts and restraints

- 1.1 The Contractor shall ensure that all current statutory requirements in relation to the equipment and use of seat belts and restraints are met in all vehicles used to operate services under the Contract.
- 1.2 All Contract Vehicles used to operate services under the Contract shall be equipped with seat belts or restraints for each forward facing seat behind the driver's seat in conformity with the Road Vehicles (Construction and Use) Regulations 1986 or any subsequent regulations as if the stated regulations apply to a Contract Vehicle first used before 1 April 1987.
- 1.3 The Contractor shall provide at his own expense harnesses and any other equipment required to ensure the safe carriage of wheelchair passengers where a wheelchair accessible vehicle is used.
- 1.4 When transporting small children in motor cars licensed as hackney carriages or private hire vehicles and/or larger Class V vehicles so licensed, the Contractor shall provide where necessary booster cushions or seats conforming to UN ECE44.03 standard or R44.04 for use by small children to ensure their safe use of seat belts. A "small child" is defined as one from 15 kg upwards or one from 22 kg up to reaching the height limit of 135cm. It shall be the driver's responsibility to ensure he has sufficient booster cushions for the number of small children travelling. Contractors shall ensure Drivers are trained to assess the type of restraint appropriate to the small child and Contract Vehicle and to fit them correctly.
- 1.5 The Contractor shall ensure that Service User, Passenger Assistants and Passenger Supervisors wear seat belts while the Contract Vehicle is being used to operate the service under the Contract unless the Chief Officer has notified the Contractor in writing that the Service User, Passenger Assistant or Passenger Supervisor has been granted exemption or in the case of front seat passengers the Service User, Passenger Assistant or Passenger Supervisor has produced evidence of statutory exemption.
- 1.6 The Contractor shall furnish such documentary evidence of the installation of seat belts for each forward facing seat behind the driver's seat as the Chief Officer may from time to time require.
- 1.7 The requirements of this Schedule which are not currently required by law shall take immediate effect on the commencement of the Contract unless the Chief Officer has granted the Contractor exemption.

2. Vehicle Types

- 2.1 No vehicle shall be used on this Contract unless it complies fully with the requirements of the respective Licensing Authority.

- 2.2 Contract Vehicles affording only rear access to any or all of the passenger seats shall not be used on any School Transport or Social Services Transport contract.
- 2.3 Unless otherwise authorised by the Chief Officer, no Contract Vehicle shall be used on any Social Services Transport contract where the rearmost seat or row of seats faces the rear of the vehicle.
- 2.4 Contract Vehicles offering more accommodation in the form of longitudinal inward facing seating than forward facing seats shall not be used on any School Transport or Social Services Transport service contract.
- 2.5 Contract Vehicles which have a tail lift will be subject to an additional tail lift inspection at a place designated by the Chief Officer irrespective of whether the vehicle is licensed in accordance with the terms of Condition 3.03 of the General Conditions of Contract. The Chief Officer may also require tail lift inspections at other times where there is reason to believe that the tail lift is not being maintained at the required standard. All costs of any such inspections shall be borne by the Contractor.
- 2.6 Prior to the commencement of the Contract or at any other reasonable time the Chief Officer must approve the Contract Vehicles used to carry Service Users in wheelchairs.
- 2.7 All passenger entrances must have a single step with a maximum height of approximately 250mm from road height to the top of the step. Vehicles which require a step to gain access to the vehicle must not use a manual step. All Contract Vehicle access steps must be permanently attached to the vehicle. Any subsequent steps within the vehicle must also be no greater than 250mm.
- 2.8 All flooring within the vehicle including the external step must be of a slip-resistant material.
- 2.9 All passenger entrances must have a single step with a maximum height of approximately 250mm from road height to the top of the step. Vehicles which require a step to gain access to the vehicle must not use a manual step but must have the step permanently attached to the vehicle. Any subsequent steps within the vehicle must also be no greater than 250mm

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SCHEDULE 4 : INCIDENT REPORT 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. 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 their home 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.
4. In the case of any injury to an individual(s) this must be reported to the Transport Manager immediately. Failure to comply with the above procedure may result in the Chief Officer invoking the provisions of Condition 11 of the General Conditions of Contract.
5. 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 : QUALITY OF SERVICE

The Council is committed to maintaining high standards of service and will therefore measure the quality of service provision by each Contractor on a point's basis. Areas have been identified within which an observed failure to comply fully with the contractual requirements may result in penalties being imposed against the Contractors awarded points.

The penalties will be imposed following observation if:

- (i) an authorised Council Officer identifies a failure to comply with contractual requirements; or
- (ii) the head teacher or centre manager concerned makes a written report about unsatisfactory time keeping or failure to operate.

Any financial deductions relating to time keeping, failure to operate or other infringement will result in a fixed deduction of between £3 and £10 for the individual Contract. The Council however reserves the right to withhold payment should the Contract fail to operate rather than impose a financial deduction. In all cases, the cost of emergency transport will be re-charged to the Contractor.

3.1 Service Quality

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| Non-operation or non-completion of a journey or part thereof (or the complete daily price of the Contract if less than £60) | £60.00 |
| Failure to comply with Schedule 2 | 50% of daily price |
| Operation of a journey more than 10 minutes before time specification in Schedule 1 (or half the complete daily price if less than £30) | £30.00 |
| Operation of a journey more than 30 minutes before time specified in Schedule 1 | 50% of Daily Price |
| Operation of a journey more than between 0 and 15 minutes later than time specified in Schedule 1 | 30% of daily price |
| Operation of a journey more than 15 minutes later than time specified in Schedule 1 | 50% of daily price |
| Other breaches of Schedule 2 | 30% of daily price |
| Failure to comply with Schedule 3 | 50% of daily price |
| Failure to fit adequate number of seat belts or restraints or to provide booster seats as required | 50% of daily price |

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| Failure to display private hire/hackney carriage plate (for vehicles/operators subject to this requirement under Condition 3.03 of the General Conditions of Contract) | 50% of daily price |
| Driver unable to produce driver's hire/hackney badge (for vehicles/operators subject to this requirement under Condition 3.03 of the General Conditions of Contract) | 50% of daily price |
| Failure to produce first aid kit for inspection or failure to comply with Schedule 6 | 20% of daily price |
| Failure to produce fire extinguisher for inspection or failure to comply with Schedule 6 | 20% of daily price |

3.2 Other

| | |
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| Failure to comply with Condition 3.03 of the General Conditions of Contract | 50% of daily price |
| Overloading of vehicle | 70% of daily price |
| Other breach of contract | 40% of daily price |

It shall be the contractor's responsibility to inform the Council when a child or children leaves a contract, no longer requires transport or is no longer carried. A variation form is required unless agreed with the Chief Officer that this can be in writing. Failure to inform the Council and submit a variation will incur a penalty of £50 each plus, where there is a reduction in mileage, a full refund from the date the child no longer travelled.

3.3 Appeal

Operators have a right of appeal in writing to the Chief Officer stating the grounds of appeal within seven days of the date of deduction letter.

3.4 Claims

In addition to the foregoing the Contractor will be liable for any claims from Service Users, Passenger Assistants, Passenger Supervisors, parents, authorised Council Officers or Head Teachers for expenses necessitated by the failure of a Contract to operate in accordance with the Schedules.

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 5 will apply.

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SCHEDULE 6 : FIRST AID KIT AND FIRE EXTINGUISHER SPECIFICATIONS

1. First Aid Kits

- 1.1 The Contractor shall provide a first aid kit for each vehicle the subject of this Contract.
- 1.2 Except where otherwise authorised by the Chief Officer, the contents of the first aid kit shall either;
- (i) Comply fully with the requirements of the respective Licensing Authority where that Authority's minimum standards are higher than that outlined in 1.4 below provided that items in 1.4 below are also carried; or
- (ii) Comply with 1.4 below.
- 1.3 The first aid kit shall be readily visible to passengers and be available for immediate use in an emergency.
- 1.4 Minimum first aid kit contents shall be as follows:-

| | Minimum Number |
|--|----------------|
| Guidance leaflet on first aid | 1 |
| Sterile adhesive dressings | 20 |
| Sterile eye pad with bandage No. 16 | 1 |
| Triangular bandage B.P. 90cm x 127cm | 2 |
| Safety pins | 6 |
| Sterile wound dressing Medium No. 8 | 3 |
| Sterile wound dressing Large No. 9 | 2 |
| Sterile wound dressing Extra Large No. 3 | 1 |
| Moist cleaning wipes each wrapped | 10 |
| Sterile eye wash bottle 500ml | 1 |

2. Fire Extinguishers

- 2.1 The Contractor shall provide a fire extinguisher for each vehicle the subject of this Contract.
- 2.2 Unless otherwise authorised by the Chief Officer, the minimum requirements shall be a dry powder ABC type 2kg to be fitted securely in the passenger area, the Contractor shall display in the nearside front passenger area of the Contract Vehicle an appropriate sign indicating the extinguisher's location.
- 2.3 Fire extinguishers shall be tested and maintained in accordance with the manufacturer's instructions or at least annually.

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SCHEDULE 7: 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 up to 8 Service User seats: 66p
- 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.

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SCHEDULE 8 : 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 9: USE OF SOCIAL MEDIA

Regrettably, there are reports of recent incidents regarding school transport drivers inappropriately using Facebook to contact children who travel on their school transport contract(s).

This practice is inappropriate and even where innocent can lead to damaging allegations.

To protect all parties, including service users suppliers and drivers shall adopt the following guidance, which is similar to the direction given by head teachers to their Staff.

For a school pupil or college student on your contract(s):

1. Do not invite them to be a Facebook “friend”.
2. Always “decline” a Facebook request from them. Do not “accept”.
3. If you have already accepted one or more as a Facebook friend, “delete” them from your Friends list. This is safer than simply “blocking” them.

The above guidance does not apply to relatives or a genuine family friend.