

Isle of Anglesey County Council

Specification

For

Provision of transport services for Home to School Mainstream Education, Additional Learning/Special Needs (ALN/SEN), Post 16 and Ad Hoc Taxis

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1. SERVICE SPECIFICATION

- 1.1 The service specification below should be viewed as the standard of service that is expected of its suppliers by Isle of Anglesey County Council (“the Authority”). The service is to be provided in a manner which is consistent with the Authority’s Vision, Core Values and Priorities, Equal Opportunities Policies, Environmental Policies, Financial Procedures and Procurement Policies, as set out in this specification and from time to time published by the Authority, and which meets the needs and expectations of the Authority, establishments and the passengers receiving the service.
- 1.2 In signing the Contract Particulars, tenderers are confirming adherence to the service specification. Regular performance reviews will be undertaken throughout the duration of the contract to ensure compliance.

2. OVERVIEW OF THE SERVICE

- 2.1 The nature of the Agreement is to provide scheduled and ad-hoc passenger transport journeys via a broad range of appropriate vehicles. Passengers will consist of all service users across the Authority provided with transport and services will include the provision of transport services for Home to School Mainstream Education, Special Educational Needs (SEN), Post 16 and Ad Hoc Taxis. Wheelchair adapted vehicles are included in the Agreement. Passenger Supervisors may also be requested as part of the service.
- 2.2 To gain a better understanding of the areas of passenger transport to be provided they can be considered to be within four broad categories:

2.2.1 Mainstream Home to School Transport:

The Authority provides free home to school transport for:

- learners of compulsory school age attending primary school who live 2 miles or further from their nearest suitable school.
- learners of compulsory school age attending secondary school who live 3 miles or further from their nearest suitable school.

The Authority also provides free transport for pupils of statutory school age (5- 16 years):

- where the route to school is considered to be hazardous by the Authority
- where a child requires transport on medical grounds and no suitable public transport exists;

- to the nearest Welsh medium school under the criteria identified above;
- to the nearest voluntary aided school where the admission to the school is on denominational grounds, subject to the distance criteria.

Contracts for mainstream school transport will either be awarded based upon individual predetermined routes and passenger volume details or as a combination of routes formed either geographically or by individual/grouped school(s). The Authority will calculate optimum journey distances using GIS mapping technology.

The service provision is required to operate during term times only, during the academic year and for schools this is approximately 190 days a year over 38 weeks (the term times can vary each year and per school depending on staff training days). Not all transport operates on a daily basis.

Contracts / routes allocated will be based on the mileage covered from the first pick up (either at a bus stop, pick-up point or home address, as advised when the route is awarded) to the school or destination, and on the return journey from the school / pick up point to the final passenger drop off. Please note, this may include the pick-up / drop-off of Passenger Supervisors.

All distances will be rounded UP or DOWN to the next nearest mile (e.g. for a journey of 8.61 miles, the rate for 9 miles will be paid; for a journey of 8.44 miles, the rate for 8 miles will be paid). This mileage will be calculated by Isle of Anglesey County Council and advised to the Contractor at the point of the individual tender and route award.

Passengers carried will be mainstream school aged children (primary and secondary) up to and including discretionary sixth-form (Free transport is provided to specified sites for eligible students who have reached 16 years of age and have not yet reached the age of 19 on 1st September of the academic year). The Authority will inform the Contractor of the names and addresses of the passengers to be conveyed, journey times and other special requirements. The transport provision includes learners attending mainstream schools within the County boundary of Isle of Anglesey and those attending schools out of County.

At all times, passengers must be transported with respect and dignity, some elements of this provision may require a regular Driver and in some cases a Passenger Supervisor on every journey. In all cases, the level of service provided must be in line with the required care plan of each Service User/pupil as set out by the Council.

2.2.2 Transportation of Children and Young People with special educational needs, disabilities and learning difficulties and the transportation of vulnerable Adults

Specialised transport is provided for children and young people with special educational needs (SEN), learning difficulties and/or disabilities when specified in the statement of SEN. Additionally, the Authority provides transport for children, young people and adults who are assessed as eligible to receive community care services and require assistance with transport to that service, and receive a service which meets their assessed needs. The transport services provided will depend on each individual's circumstances and needs.

A passenger supervisor may be provided by the Authority for pupils with a Statement of Special Educational Need or vulnerable adults, who qualify for transport under the defined criteria. Provision of passenger supervisors will take place after consideration by relevant officers of the needs of the individual and the nature of the transport available.

Regular scheduled transport routes will be determined by the Authority's Transportation Section and contracts will be awarded based upon individual routes or a combination of routes formed either geographically or by individual/grouped establishments. The Authority will inform the Contractor of the names and addresses of the passengers to be conveyed, journey times and other special requirements. The Authority will calculate optimum journey distances using GIS mapping technology.

The transport provision will be provided generally on a daily basis during school term time and includes:

- Home to special schools and units within Isle of Anglesey.
- Home to other specialised schools and units outside Isle of Anglesey. This may be on a regular but not necessary a daily basis, or this service may be required on an ad-hoc basis.
- Transport to and from child respite care provision.

Transport is not provided by the Authority to and from breakfast clubs or after school clubs.

Processes will allow for regular reviews of scheduled routes and suppliers will be expected to allow for variations to contracted routes/passenger volumes at agreed rates. Ad-hoc "one-off" taxis will be procured as in category 2.2.3 below.

2.2.3 "Ad-hoc" Taxi Provision

"Ad-hoc" Taxis will be requested on an as and when required basis and the cost of each journey will be calculated using agreed mileage rates. The Authority will calculate optimum journey distances using GIS mapping technology.

2.2.4 Post 16 Transport

Free transport is provided on a discretionary basis for post 16 students living in Isle of Anglesey attending a first course of full time study at a school or college, subject to meeting the 3-mile distance criteria and providing the student is attending the nearest educational establishment offering the courses they wish to study. Free transport is provided to specified sites only.

These sites are:

- All Secondary School sites within Isle of Anglesey offering post-16 courses:
Ysgol David Hughes, Menai Bridge, Ysgol Gyfun Llangefni, Llangefni, Ysgol Uwchradd Bodedern, Bodedern, Ysgol Syr Thomas Jones, Amlwch, Ysgol Uwchradd Caergybi, Holyhead
- Coleg Glynllifon, Bontnewydd, Coleg Menai, Parc Menai, Bangor, Coleg Menai Bangor, Bangor, Coleg Menai, Llangefni, Canolfan Addysg y Bont, Llangefni

Regular scheduled transport routes will be determined by the Authority's Transportation Section and contracts will be awarded based upon individual routes or a combination of routes formed either geographically or by individual/grouped establishments. Processes will allow for regular reviews of scheduled routes and suppliers will be expected to allow for variations to contracted routes/passenger volumes at agreed rates. Ad-hoc "one-off" taxis will be procured as in category 2.2.3 above.

3. AIMS OF THE SERVICE

3.1 The aim of the service is to provide a safe, caring, reliable, high quality, cost effective and environmentally friendly transport for Isle of Anglesey County Council service users:

- **Safe:** The safety of each service user is the most important element. It should be evident in every aspect of the service including staff employment, training, processes, vehicle procurement and maintenance.
- **Caring:** Contractors and their staff should understand the needs of the service user groups and treat them appropriately. Contractor staff turnover and variations in their schedules should be minimised to relieve or prevent anxiety among vulnerable service users. Some service users in areas such as Special Educational Needs are likely to be vulnerable and may have a severe learning disability, behavioural problems, sensory or hearing difficulties or another physical disability. The ability to provide Drivers and Passenger Supervisors who are sensitive to the needs of the passengers and who are appropriately trained will be essential for some journeys.
- **Reliable:** Vehicles must arrive at the right location and on time, every time.
- **Quality:** Contractors must demonstrate that the transport services are consistently delivered to the highest quality, ensuring the needs of the passengers come first. Home to School Transport plays a major role in supporting regular attendance at school and the role of appropriate, timely, reliable, safe and affordable transport is paramount in delivering this significant aim. All transport therefore needs to be:
 - Robust enough to withstand future demographic changes
 - Supportive of current and emerging educational policies,
 - Simple to administer,
 - Equitable and transparent,
 - Safe at all stages of the journey, from home to school,
 - Financially and environmentally sustainable, in order to assist in measuring carbon emissions the Authority might request additional information
 - Responsive to the needs of passengers,
 - Delivered effectively and efficiently.

3.2 The Contractor will be expected at all times to ensure, by careful specification and monitoring of delivery, that the services are delivered to a stated quality, within agreed budgets and are capable of being amended/improved to meet changing needs. Transport requirements are subject to frequent change and it is therefore important that the service provision is flexible and able to react quickly to changing circumstances and requirements without detriment to quality.

- **Cost effective:** Services must demonstrate that they represent good value for money, deliver the outcomes expected and are effective in relation to

costs. Contractors are expected to follow the most cost-effective routes between scheduled pick up points and the destination. Contractors may propose changes to the pick-up schedule to improve efficiency but these may not be implemented without the prior agreement of the Authority.

- **Environmentally Friendly:** Isle of Anglesey County Council is committed to reducing the impact on our environment associated with vehicle movement across the County and an important element of this contract will be how this damage can be limited.

3.3 The Contractor and the Contractor's employees must ensure that all passengers are treated equally, with respect and dignity. They will provide the service in a courteous and helpful manner whether or not passengers are able to understand or communicate with them. The Contractor having fully understood the nature of the services required and the passengers who will receive the services will at all times act in a sensitive and caring manner and ensure that its employees are likewise made aware and also act in a sensitive and caring manner to the passengers.

3.4 The Contractor must ensure that all legal requirements connected with the provision of the contracted service are complied with.

3.5 While the Authority recognises the need for a formal contract, it expects that on a day to day basis the relationship with the Contractor will be one of partnership in service delivery and development with a mutually supportive approach to problem solving.

3.6 The Contractor will be expected at all times to behave and to deliver services in a way, which supports the Authority's Vision, and to take no action, which could be construed to undermine them.

4. SCHEDULED ROUTES

4.1 A separate journey schedule will be prepared for the commencement of the Contract showing for each route:

- The name and address of the school/educational establishment/social services facility.
- The number of passengers to be transported and minimum seating capacity to be provided;
- The special educational needs / additional learning needs (or medical needs) of the passengers to be transported; any disabilities or mobility aids for the passengers to be transported;
- The times at which Services Users are required to arrive at and be picked up from the school / educational establishment etc.
- Whether a specific vehicle type is required;

- The names and addresses and telephone numbers of individual passengers (where applicable);
 - Collection and delivery points;
 - Any other special requirements.
- 4.2 The schedules are subject to amendment as the needs of passengers change.
- 4.3 Where the Council supplies the Contractor with personal information such as lists containing the names and addresses of passengers and their travel details, this information should be treated as confidential and only disclosed to the Authorised Officer.
- 4.4 Pick up and return locations will be provided by the Authority in all cases and cannot be changed without **the express permission of the Authorised Officer**. Unless otherwise stated, all pick-up points will be within the County. Pick-up points are set out in the journey schedule and may be home addresses or designated stopping places. The Contractor will be given at least 24 hours' notice of temporary changes to collection points (e.g. when a passenger is in hospital).
- 4.5 The Authority will have due regard to vehicle access when specifying pick-up points. However, it is the responsibility of the Contractor to ensure that the vehicle assigned to any particular route can safely access all pick-up points.
- 4.6 If passengers have not arrived within three minutes of the specified pick up time, the Driver or Passenger Supervisor should use the on-board phone / radio to call the Contractor's base and alert them and seek further instructions. Unless instructed otherwise, Drivers should not normally wait longer than 5 minutes at any collection point.
- 4.7 The Contractor shall advise the Authority of passengers who are persistently late and / or who delay the vehicle.
- 4.8 If a child who is a sole passenger does not travel in the morning ("Missed Trip"), without having given prior notice to the Contractor and/or Authority of their intention not to travel that morning, the Authority will, in recognition of the journey made by the Contractor to the property, pay to the Contractor a sum equivalent to 50% of the daily rate for that passenger. The Contractor must inform the Authority of the Missed Trip by 12pm on that day by contacting the Transportation Section Tel: 07971 160355. The Authority reserves the right to contact the parent/carer of the passenger to discuss the matter.
- 4.9 The Contractor shall not, except in cases of emergency, allow children to leave the vehicle between pick-up and delivery points.
- 4.10 Except in an emergency, Service Users shall not be required to change Contract Vehicles at any point along the line of the scheduled route without the prior permission of the Authority.

- 4.11 The Contractor shall during the period specified in the Contract operate the Specified Service regularly and punctually in accordance with the provisions of these Conditions. In the event of exceptional delay or disruption to provision of any element of the service, the Contractor must inform the Authority immediately Tel: 07971 160355.

The Contractor is required to notify the Council immediately of any services or journeys not operated and the reasons for failure.

- 4.12 The Authority reserves the right to amend the connection point.
- 4.13 The Authority will manage the scheduling of journeys and their duration in line with the Authority's policies. No passenger shall be on any vehicle for longer than 60 minutes (road works and traffic delays accepted and with the exception of long distance bus services / out of County SEN).
- 4.14 Once vehicle routes and timetables (where appropriate) have been agreed, they **will not be amended without the prior agreement of the Authority**. It is important to note that routes can change on a regular basis from week to week and month to month. It is important that routes are established in order **to sustain the needs of individual pupils**. The Authority will inform each Contractor of any changes and expect that all alterations will be accommodated within a 24-hour period. In such cases where the contractor is **unable to accommodate such change**, the route will be re-circulated on the Sell2Wales for further tender or awarded to the Authority's Contingency Contract. The Authority recognises that some alteration may require further review of cost. In such circumstances the Authority's decision will be final. All alterations must be made in direct consultation with the Authority only. Passengers, Parents, and Schools, do not have the authority to make alterations to routes. This process is in place to ensure the safety of all passengers. If circumstance dictates a diversion of route such as road closure or accident, the Contractor must advise the Authority as soon as is practically possible.
- 4.15 **The maximum journey time should not exceed 60 minutes**. If the maximum journey time scheduled by the Authority is regularly (once a week or more) exceeded then the Contractor shall notify the Authority immediately, at which point the Authority will review the route and consider alternative options in order to reduce the journey time. Some out of County journeys might exceed the policy guidance because there is no alternative, but in these rare instances the arrangements would have been confirmed by the Authorised Officer.
- 4.16 **Only Passengers and Passenger Supervisors specified on the routes detail may be conveyed**. No other passengers (pets, relatives and/or friends) are permitted to share the vehicle without the prior agreement of the Authority. Performance Points or Financial Deductions may be awarded if Contractors fail to adhere to this condition of service.
- 4.17 Children are to be delivered to their schools / educational establishments in the mornings at the specified times. This will ensure that all vehicles are parked and stationary before the passengers arrive in the loading area. If a Contract picks up at more than one establishment, then this requirement may be suspended in respect of the second establishment. Whilst waiting for passengers, engines must be stopped.
- 4.18 For taxis and minibuses, the Passenger Supervisor shall report to the school office where the child attendance register will be handed over and any absences

reported.

- 4.19 If a child is considered to be unwell on arrival at school, the Passenger Supervisor or Driver shall inform the appropriate school staff, call the Contractor's base to alert them and await further instructions. The Contractor may be requested to provide transport for the child to return home (although this must be confirmed by the Authorised Officer before it is undertaken).
- 4.20 Some schools have strict rules about where vehicles should go on arrival, or park, when waiting to collect. Details of individual schools and day centres procedures, with which the Contractors shall comply, will be provided to the Contractor by the Authorised Officer.
- 4.21 The Contractor will be expected to comply with particular site safety instructions and agree with the Authorised Officer the most appropriate and safe means to embark/disembark. The Contractor, in consultation with the Authorised Officer, may also be requested to stagger arrival/departure times where and when multiple vehicles arrive at one destination if Health and Safety would be compromised at particular site.
- 4.22 Clear information will be provided by the Authority in relation to any parking issues at schools and special units, if known in advance of the Risk Assessment being carried out by the operator. Contractors should ensure that they abide by this instruction. It is important to note that contractors 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 **at least 5 minutes before designated closing time of the school**. This will ensure that no unnecessary congestion occurs and minimise road safety issues at the designated pick up points. If a Contractor is unable to comply with this request, they must contact the Authorised Officer in order to discuss suitable alternative options.
- 4.23 The Contractor's vehicle(s) must arrive at the relevant destinations by the times stated in the Schedule of Journeys and in this respect, time shall be of the essence of this Contract. **Repeated lateness or failure to arrive at the correct place at the times and dates set out on the Schedule of Journeys, or such other times and dates as may be agreed between the parties hereto, may result in termination of the Contract or part thereof by the Authority.** Contractors must also ensure that passengers are not delivered in advance of the agreed arrival time in view of the risk that there may be no-one available to meet them. Should this happen (for example, by virtue of reduced traffic on a given day), the passenger(s) should not be allowed to leave the vehicle until the parent, guardian or registered carer is available to meet them.
- 4.24 The Authority reserves the right to alter the pick-up points and times of collection and delivery on giving 24 hours' notice to the Contractor. The Contractor shall not make any claim in respect thereof.
- 4.25 **If there are any changes to the specified route (change of regular Driver, Passenger Supervisor, vehicle or passengers) the contractor must inform and**

obtain authorisation from the Authorised Officer before making any change to the service.

- 4.26 The Contractor shall immediately notify the Authority of any problems or difficulties which may or will result in the late arrival at a destination or affect the performance of this Contract. **The Contractor must contact the Authority if the vehicle is running more than 15 minutes late.** If the delay occurs outside the working hours of the Council, you must contact the Transportation Section, this information will be provided upon award of the contract.

A penalty will be awarded for any disregard of this condition.

- 4.27 Engines shall be turned off while waiting at school/college campuses.
- 4.28 Passengers are to be collected from their allocated schools / educational establishments facilities at the appointed times and returned to their homes or other agreed destinations. Passenger Supervisors on taxis and minibuses should report to the school office, where the attendance register can be handed over.
- 4.29 Children are to be delivered to their home or other agreed destination at the agreed time. The Contractor shall not, except in cases of emergency, allow children to leave the vehicle before they reach the agreed drop off point(s). Where an attempt has been made to deliver a child home and there is no reply from the place of residence, the procedures set out in Schedule 3: Special Terms & Conditions should be followed. Pupils must not be left alone or in the care of any person other than their parent, guardian, registered carer or member of the school staff duly authorised by the Head Teacher. It is the responsibility of the parent / carer to transport their child to and from the vehicle.
- 4.30 Where Contractors are to operate regular scheduled journeys they must visit the establishment to acquaint themselves with local arrangements. This will include: meeting the families or young people, adults and passenger supervisors, and familiarising themselves with the needs of the service user, if required.

4.31 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:

- Pupils up to and including school year 11 must not, under any circumstances, operate any passenger doors.
- 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 Supervisor or other adult. The Driver, Passenger Supervisor or other adult shall ensure that Service Users are safely boarded and alighted before proceeding.
- Otherwise, only an adult, the Passenger Supervisor where applicable or Driver must open and close the door, taking care to supervise the safe boarding and alighting of Service Users.
- 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.

4.32 The Contractor is required to issue a written timetable for each service to the Head Teacher, Day Care Centre, Local Authority, and where appropriate the Passenger Supervisor before commencement of the Contract. Where variations are made to the route, stopping places or timetable, the Contractor must ensure that the Head Teacher, Service Users and Passenger Supervisor are given **a minimum of 10 days written notice** and that a revised timetable is submitted to the Head Teacher and Authority before commencement of the revised route. Where variations to the route, stopping places or timetable of the service provided under the Contract have been agreed by the Authority, the Contractor will ensure that the Head Teacher, Service Users and Passenger Supervisors are aware of such variations.

4.33 Vehicle sharing arrangements where pupils go to different schools but share the same vehicle will only be permitted with the agreement of the Authorised Officer.

5. OBLIGATIONS OF THE CONTRACTOR

5.1 Before the first day of operation of the Contract, the Contractor must make arrangements for the regular Driver and Passenger Supervisor to visit the homes of each passenger to introduce themselves to the parents/carers themselves and to exchange names and contact telephone numbers. If subsequently it becomes necessary for any alternative Drivers and/or Passenger Supervisors to operate the Contract, the Contractor must make every effort to advise the parents/carer before the passenger is transported.

5.2 If in the opinion of the parent / carer the Driver and/or Passenger Supervisor is unsuitable for the duties the Council will ask the Contractor to provide a suitable alternative. Conversely, if the Driver and/or Passenger Supervisor feel they cannot meet the requirements of the Service User they should inform the Council immediately (this includes unsuitability of vehicle for the requirement / route in question).

- 5.3 The Contractor must make every effort to ensure that if either the Driver or Passenger Supervisor has to be substituted then the other person regularly employed in the provision of the Contract stays involved. The Contractor must advise and make every effort to notify the Authorised Officer of the full names and details of the replacement Driver/Passenger Supervisor as soon as replacements are required. The contractor must not use any Driver or Passenger Supervisor who has not been cleared by the Authorised Officer under any circumstance; failure to notify may result in the contract being terminated.
- 5.4 When requested by the Authorised Officer, the Contractor must establish whether the Driver and Passenger Supervisor know on a personal basis, or are related to any passengers before the start of the Contract and advise the Authorised Officer. In such circumstances the Authorised Officer may instruct the Contractor that an alternative Driver and/or Passenger Supervisor be provided.
- 5.5 The Contractor shall ensure that drivers are familiar with and adequately instructed in the routes for the performance of the journeys covered by this contract. All drivers must have a good knowledge of the roads and accessible routes and carry an up to date road map for assistance. Drivers travelling to destinations outside the County should ensure that they are familiar with the route before they embark on the journey for the first time (this applies also in cases where replacement drivers are being used).
- 5.6 The Contractor will convey Service Users and any associated equipment in accordance with the Service Specification and to the entire satisfaction of the Authority.
- 5.7 Where the Contractor is required to perform Services on Council premises, the Contractor shall use all reasonable endeavours to ensure that its operations do not disrupt the orderly running of those premises and that its employees behave with due consideration toward Council staff and others present on those premises.
- 5.8 The Contractor must ensure that Drivers and / or Passenger Supervisors are able to participate in relevant in-service training that may be conducted by the Authority from time to time. Such training will be at nil cost to the Contractor save for payroll costs to the Contractor for enabling their staff to attend. The Authority will give the Contractor at least six weeks' notice of training dates. This is only relevant if the Driver and Passenger Supervisors received training more than 18 months prior to the start of the contract. Failure to renew/attend the training courses will mean that the Driver or Passenger Supervisors is unable to continue to work on an Isle of Anglesey County Council contract until the required training is undertaken.

- 5.9 The Contractor shall not employ, sub-contract or associate with any third party that may constitute a danger to any member of the public and further ensure that all persons at work are correctly vetted and safe.
- 5.10 The Council requires the Contractor to adhere to the Council's Enhanced DBS Clearance Checking Procedure. Enhanced DBS clearances are to be completed and verified to the Authorised Officer's satisfaction before any Contract is undertaken.
- 5.11 Contractors must not use any Driver / Passenger Supervisors until written confirmation has been received from the Authorised Officer that they have been cleared to work on the Contract. Drivers / Passenger Supervisors who have attended a DBS appointment with the Council to complete the application form are not immediately cleared for use on the Contract nor are newly employed / Passenger Supervisors who are in possession of an Enhanced DBS check covering their previous employment.
- 5.12 All Contractors will comply with any legislative requirement that has been or may be introduced in the future, such as the Safeguarding Vulnerable Groups Act 2006 or similar.
- 5.13 All Contractors / Drivers / Passenger Supervisors will be able to present at all times during the performance of this Contract an Isle of Anglesey County Council approved driver Identity Badge, unless the Driver is a holder of Isle of Anglesey County Council's Hackney Carriage / Private Hire taxi badge. Approved PSV Driver ID badges will only be issued after the Enhanced DBS clearance has been obtained. The badge must be carried at all times during the execution of the Contract.
- 5.14 The Council will supply the initial ID badge but any replacement will be charged for at cost (currently £5). The use of any staff who have not been cleared to work on the Contract may be regarded as a serious breach of Contract and may result in termination of the Contract. Any such breach will be managed in accordance with Schedule 3: Special Terms and Conditions (Contract Monitoring).
- 5.15 Contractors will bear the cost of initial and subsequent DBS clearances for all their Drivers and Passenger Supervisors (currently £40 per check).
- 5.16 If the Contractor becomes aware of any actual or intended prosecution for an offence against any Driver / Passenger Supervisor, or is given any other reason to doubt the suitability of any individual Driver / Passenger Supervisors, the Contractor must consult immediately with the Authorised Officer and follow the Authorised Officer's directions. If the Contractor is informed by the Police that a prosecution of their Driver / Passenger Supervisor is to be considered for any offence arising as a result of the operation of the Contract, the Contractor must notify the Authorised Officer immediately.
- 5.17 It is the Contractor's responsibility to check with the appropriate Centre Manager / School / Head Teacher 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.

- 5.18 It shall be the Contractor's responsibility to inform the Authority when a Service User moves address, leaves a contract, no longer requires transport or is no longer carried. A variation form is required unless agreed with the Authorised Officer that this can be in writing. **Failure to inform the Authority 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.**
- 5.19 The Contractor shall not employ, sub-contract or associate with any third party that may constitute a danger to any member of the public and further ensure that all persons at work are correctly vetted and safe.

6. COMMUNICATION

- 6.1 The Contractor shall designate a member of staff to be the contract manager who will liaise with the Council's Authorised Officer on matters concerning the operation of the contract.
- 6.2 The Contractor will provide details of his staff who will deal with day to day operational issues. The Contractor will also make arrangements for contact outside normal office hours and for emergency contact.
- 6.3 The Authorised Officer, or his / her deputy will be the first point of contact between the Contractor and the Authority.

- 6.4 The Contractor will ensure that a responsible manager, suitably empowered to act on the Contractor's behalf is available at all times during the delivery of service to take and act upon instructions from the Authorised Officer.
- 6.5 Instructions regarding the contract will be issued by the Authorised Officer or his / her deputy. Verbal instructions will be confirmed by post, or email.
- 6.6 For School Transport, Special Education Needs Transport or Adult and Children's Services Transport Contracts only, all vehicles should have either fully operable two-way communication/radio equipment, or carry a charged mobile hands free telephone, which contains sufficient credit to deal with any eventualities. The use of mobile phones or similar communications equipment e.g. two-way radios whether hand held or hands-free is not be permitted to be used while driving during the course of the Contract including during periods where any Passenger Supervisor is carried. Drivers are permitted to stop safely periodically to use such equipment for messages. The use of such communication equipment must be undertaken in a safe manner and in compliance with the Road Vehicles (Construction and Use) Regulations 1986, or as amended.
- 6.7 The Authorised Officer must be able to contact all vehicles used on the Contract, either directly or indirectly through the Contractor's base. If the system is through the Contractor's base or premises then the Contractor will ensure that this base is occupied throughout the operating hours of the Contract with employees able to respond to enquiries or emergency contact.
- 6.8 The Contractor must have in place a system for communicating with the driver in emergency without requiring the driver to be in breach of the Road Vehicles (Construction and Use) Regulations 1986, or as amended.
- 6.9 The Contractor shall in the event of adverse weather conditions, road closure, traffic congestion or other circumstances outside his/her control preventing him/her from operating the Contract in full, notify the Authorised Officer by telephone, or other electronic means as soon as is practicable giving details of the duration and extent of the interruption to Specified Service and the Contractor agrees that payment by the Council for journeys not operated shall be pro rata to the mileage actually operated.
- 6.10 All vehicles used on the Contract must display any signs or notices issued by the Council both inside and outside the vehicle.
- 6.11 For School Transport, Special Education Needs Transport or Community and Children's Services Transport Contracts only, the use of radios and/or video/DVD players on vehicles is permitted but it is the responsibility of the driver to ensure that they only transmit material suitable for Service Users. The Contractor must not cause or permit the noise emitted by any radio or sound producing instrument or equipment in the contracted vehicle to be the source of nuisance or annoyance to any person whether inside or outside the vehicle.

7. PASSENGERS

- 7.1 All passengers provided with transport by the Authority **must be allocated an appropriate seat with a suitable seatbelt, harness/restraint or secured wheelchair space (except local bus services)**. There is to be no standing at any time. Please note that, for passengers under the age of 14, it is the driver who is responsible to ensure that the passengers are in their allocated seat and is wearing a suitable seatbelt (unless it is established that the passenger is legally exempt from the requirement to do so on medical grounds). The driver must not continue with the route if this is not the case at all times. Passengers who are unwilling to accommodate this request must be reported to the Authority. The Authority will provide immediate advice on how to progress and manage the passenger's behaviour.
- 7.2 The Travel Code is compulsory for all learners up to the age of 19 years (or over 19 if they started their course before reaching 19). It applies to all modes of travel to and from education institutions. This will include contract buses, public buses, public trains, walking, taxis, scooters and motorbikes, cycling and journeys in learner's own or other's cars. Learners must comply with the Code whilst travelling to and from their place of learning. This will include journeys between institutions during the day, not just at the beginning and end of the day. Contractors and drivers must make themselves familiar with the Code and the procedure to follow if a learner misbehaves. Contractors must provide details to the education institution and/or local authorities of an incident as quickly as possible after the occurrence, and should assist the local authority/education institution in any investigation.
- 7.3 **In the case of misconduct, the Contractor must ensure that a passenger is not refused entry to, or removed from a Contract vehicle unless under extreme circumstances.** In such cases, the passenger must be returned to the care of the school, or his/her parent/guardian or a Police Officer, and the incident investigated. All incidents of misconduct by passengers must be reported to the Council so that action can be taken under the Welsh Government's Travel Behaviour Code.
- 7.4 Passengers travelling in wheelchairs or buggies must be assisted onto and off the vehicle using any tail-lifts or ramps with which the vehicle is equipped. Where ramps are used, these must be clipped securely in place before any attempt is made to assist wheelchair or buggy passengers using onto or off the vehicle.
- 7.5 Any equipment being transported with the passenger must be securely stored in the vehicle.
- 7.6 If a passenger is presented for transport in a wheelchair or other conveyance which cannot be safely anchored or which has not passed an industry recognised crash test, that passenger must not be carried and the Contractor should contact the Authority for further advice and instructions immediately.

- 7.7 Under no circumstances must any passenger be lifted or carried bodily onto or off a vehicle by the Passenger Supervisor or Driver. If a passenger cannot board the vehicle by any means other than being lifted manually, then that passenger is not to travel on that occasion. The Driver / Passenger Supervisor should not allow the parent or guardian to lift a child onto the vehicle. If any attempt is made by anyone to lift a passenger onto a vehicle, then this must be alerted to the Contractor's base so that the Authority can be informed.
- 7.8 Drivers must request and understand the passenger information provided by the Authority for meeting the needs of vulnerable passengers. This must not be the total responsibility of Passenger Supervisors.
- 7.9 Under no circumstances are any passengers to be left unattended on any vehicle.
- 7.10 The Contractor will be expected to transport a reasonable level of personal effects for passengers at no extra cost and stowed safely.
- 7.11 If a folding wheelchair requires transportation, prior notice will be provided with the passenger details.
- 7.12 If for any reason the passenger does not travel, the driver must inform the Authority immediately. **(Contact details can be found in the Terms and Conditions document)**. Please note that a delay to inform the Authority could impact on safeguarding.
- 7.13 Unless otherwise stated in the route detail, all vehicles will wait a reasonable time for late passengers (usually no more than 5 minutes beyond the scheduled collection time) and will report any cases of habitual lateness or disruption to the Authority **(Contacts details can be found in the Terms and Conditions document)**.
- 7.14 If the driver has any concerns about the wellbeing of the passengers and carers travelling with them they should contact the Authority immediately. Significant concerns for example:
- General Concern - telephone the Transportation Section
 - Safeguarding - follow safeguarding procedures (and notify Transportation Section)
 - Significant Health Concerns -ring 999 (and Transportation Section)
- It is important that all drivers have the appropriate contact details available at all times.
- 7.15 No unauthorised passengers are to be carried. The unauthorised transfer of passengers could result in the Contract being suspended.
- 7.16 Certain Tenders may specify a male or female Driver, and the Contractor must ensure that any such requirement is complied with at all times.

- 7.17 If it is indicated that a passenger must travel alone, this must be strictly adhered to.
- 7.18 Animals (except Guide Dogs) must not be transported with passengers. Where passengers need to travel with guide dogs notification will be given in the passenger details. **A penalty will be awarded for any disregard of this condition as outlined in Annex A of the Special Terms document.**
- 7.19 The Contractor shall not allow any objects on the vehicle which could jeopardise the Safety of the Service Users, Passenger Supervisors or Driver to be carried in the saloon of the vehicle during the performance of this Contract. No unauthorised parcels are permitted to be carried on the vehicle.
- 7.20 Drivers must not accept money, gifts from passengers, or their carers under any circumstances. Able passengers and passengers with additional needs who do not require support from a Passenger Supervisor are responsible for carrying their own money and gifts. Passengers with additional needs who are supported by a Passenger Supervisor will take responsibility for such items.
- 7.21 Drivers and Passenger Supervisors should not administer drugs but can carry required drugs on-board on the basis that the drugs are contained in a container which is clearly marked with its contents together with clear instructions for administration by trained paramedics who should be called to administer the drugs in case of emergency (e.g. Seizure etc.)
- 7.22 In respect of work to be undertaken on behalf of the Authority, a Policy on Provision has been produced, which clearly sets out what is expected in terms of the level of care provided to passengers, both children and adults. This documents will be referenced: Appendix B: Code of Good Practice for Drivers and Passenger Supervisors.

8. GENERAL DUTIES OF DRIVERS

- 8.1 Drivers will be required to attend any mandatory training as specified by the Council, for example Safeguarding, Disability Awareness, Conflict Resolution and Dementia Friendly etc.
- 8.2 Drivers must be familiar with operating seat belts, wheelchair clamps, demountable seating, tail-lifts, ramps and other specialised equipment used by disabled passengers with physical disabilities. Those Contractors who have appropriate vehicles to carry passengers in wheelchairs will need to demonstrate that their drivers have received sufficient training in how to load, secure and unload wheelchairs. Those drivers who cannot demonstrate that they have received relevant training will not be allowed to carry passengers who use a wheelchair.
- 8.3 On SEN journeys, the Driver will assist the Passenger Supervisor in any of the tasks associated with loading the vehicle with passengers or goods including manoeuvring wheelchair passengers and assisting ambulant passengers similarly. In all these tasks the driver will provide assistance subject only to his prime duty relating to the safety of vehicle and passengers. The driver will be responsible for the safe

operating of any tail-lift fitted to the vehicle.

- 8.4 Where the Contract carries a Passenger Supervisor and they leave the vehicle to assist a passenger to/from the vehicle the Driver must, as far as is practicable, assume the duties of the Passenger Supervisor for any passengers who remain in the vehicle.
- 8.5 If the Contract requires the carriage of a Passenger Supervisor employed by the Council, the Contractor must ensure that any Driver operating the service follows the reasonable instructions of the Passenger Supervisor to carry out minor variations to the Specified Service.
- 8.6 Drivers must be able to communicate and understand Welsh/English (as needed) to a standard that would enable them to deal appropriately and without delay with any issue that may arise during the operation of the Contract.
- 8.7 Whilst administering routes speed limits must be adhered to at all time. Particular care should also be taken on Council and School premises. Speed limits of all establishments must be adhered to.
- 8.8 The member of staff on duty within an establishment has a responsibility to ensure transport is operating safely, and Drivers should co-operate with his/her instructions regarding parking, arriving and departing. If an establishment has a policy that vehicles should not move whilst passengers are crowding around, then, even if all passengers allocated to the Contract are on board, the vehicle should not depart unless the member of staff sanctions the departure.
- 8.9 The Contractor must ensure that drivers make the following checks, as a minimum requirement, on the vehicles before commencing the first journey of the day:
- a) There is adequate fuel and water;
 - b) The brakes are in effective working order;
 - c) The tyres are inflated to the correct pressure and are not worn beyond the legal limit or damaged;
 - d) All lights, indicators, windshield wipers, washers and audible warning devices are operating correctly;
 - e) No warning lights are lit and all safety stops and cut outs are operating correctly;
 - f) Tail-lift or vehicle lowering mechanism is operating correctly;
 - g) The vehicle is clean, inside and out and all safety equipment is in place and ready for use;
 - h) The vehicle has a functioning two-way communication system on board;
 - i) Driving mirrors are clean and the driver is comfortable in the seat and able to drive safely;
 - j) The steering responds correctly without undue play;
 - k) First aid kit, body fluids kit and fire extinguishers are on board and comply with current legislation (and that any recently used items within the kits have been

replenished accordingly).

Please refer to Annex A: Exceptionally Well Maintained Exterior and Interior

- 8.10 If there is an incident ON/IN a vehicle, drivers should:
- Stop the vehicle and try to resolve the situation.
 - If the situation is not resolved and continuation of the route presents as a risk, contact the Authority.
 - Always inform the Authority of any incidents however minor.
 - If the situation presents as a high risk to other passengers call 999.
 - If a Passenger Supervisor is travelling, always stop the vehicle to allow the situation to be safely managed.
- 8.11 **Drivers shall at all times notify the Authority immediately or soon as reasonably practicable of any accident; incident or near miss involving either the vehicle; Passenger Supervisor or Service User whilst on contracted journeys.**
- 8.12 If a Passenger Supervisor needs to assist a passenger on and off the vehicle, it is important to note that the driver is obligated to take responsibility for the remainder of the passengers.

9. PASSENGER SUPERVISORS

- 9.1 The journey schedule will indicate for each journey whether:
- The Contractor is required to provide a Passenger Supervisor or
 - The Authority will provide a Passenger Supervisor; or
 - No Passenger Supervisor is required
- 9.2 Where the Contractor is required to provide a Passenger Supervisor, the price for that journey shall include all costs in connection therewith and the Contractor shall accept full responsibility for their actions, employment and replacement in the event of sickness, accident or other reasons for absence.
- 9.3 Where a Passenger Supervisor is specified, the duties to be undertaken by the Passenger Supervisor together with guidance on good practice is provided in the Code of Good Practice (see Appendix B)
- 9.4 If, for any reason, the Passenger Supervisor is not available for a journey where a Passenger Supervisor is specified, the driver must not convey children without appropriate support. Drivers should be instructed to contact their base for further instructions in such circumstances.
- 9.5 If the Passenger Supervisor provided by a Contractor is absent for any reason the Contractor shall provide a temporary replacement who meets the requirements set out in this specification.

- 9.6 The Passenger Supervisor will be responsible for the care of the passengers whilst in the vehicle, and will ensure that on arrival at the school / educational establishment / social services facility the passengers are received by a responsible member of staff and shall report to the site office where the attendance / any absences should be reported. On the homeward journey the Passenger Supervisor will ensure that children are received by their parent or other responsible adult nominated by the parent.
- 9.7 The Passenger Supervisor will be responsible for the seating arrangements and will take account of the special needs of the passenger.
- 9.8 The Passenger Supervisor must be on the vehicle prior to the collection of the first passenger and they must remain on the vehicle until the last passenger is delivered to the school establishment or to their home.
- 9.9 The Passenger Supervisor will be responsible for reporting to the Head Teacher or parent any changes in the physical or emotional state of the passengers whilst on the vehicle. If a passenger's physical or emotional state causes further concern, the Passenger Supervisor shall submit a report to the contract manager, who will contact the Authority for further advice and guidance.
- 9.10 On vehicles where the Authority has provided a Passenger Supervisor, the Contractor should arrange for the Passenger Supervisor to be collected from their home address unless this proves impracticable due to the location, then from the nearest suitable point. On the return journey, the Passenger Supervisor should be returned either to their home address or the nearest suitable point.
- 9.11 Where the Passenger Supervisor is employed by the Contractor, the Authority requires a high level of continuity for the passengers and the Contractor should take all reasonable steps to keep staff changes to a minimum.
- 9.12 The Contractor shall not allow any Passenger Supervisors to smoke whilst on the vehicle or during the operation of this Contract.
- 9.13 Where employed directly by the Contractor, it is the Contractor's responsibility to ensure that all Passenger Supervisors are physically able, medically fit, with a responsible attitude and due regard to the nature of the services being provided. The Council may request a medical certificate. Where the Council has reason to doubt the suitability of a Passenger Supervisor employed by the Contractor, the Contractor must allow the Authorised Officer to inspect the employment file of the Passenger Supervisor.
- 9.14 The Contractor must ensure that the company's public liability and motor insurance policy cover all Passenger Supervisors employed on Contracts. It is the responsibility of the Contractor to have appropriate insurance cover against injury to Passenger Supervisors in the performance of their duties, and the Council will accept no liability for any injury sustained under any circumstances.

- 9.15 'Persons employed by the Contractor to undertake the duties of a Passenger Supervisor must be over 18 years of age and suitably qualified and experienced'. All new Passenger Supervisors are to be given appropriate training and instruction by the Contractor before commencing their duties. This shall include passing on information supplied to the Contractor about the special needs of the children to be escorted and specific training to manage those particular needs. The training should aim to equip Passenger Supervisors to deal with the following duties:
- a) Assisting passengers onto and off the vehicles.
 - b) Supervising passengers in transit and being responsible for their welfare until handed over to parents / guardians / carers or school staff.
 - c) Managing the behaviour of passengers on the vehicles and, in so doing, ensuring that so far as possible, the driver is not distracted from his/her duties.
 - d) Dealing effectively with problems which may arise, such as aggressive or challenging behaviour and/or epileptic seizure/application of an EPI pen.
 - e) Acting as a front-line contact between passengers, the Authority, parents / guardians and school
 - f) Reporting any cause of concern regarding the physical or emotional well-being of the passenger(s) to school staff or duly authorised person as determined by the Authorised Officer.
 - g) Administering first-aid as necessary.
 - h) Ensuring that vomit and other body fluids are cleaned away and do not present a hazard to other passengers (in undertaking this Passenger Supervisors shall follow instructions issued by the Contractor regarding the safe handling of body fluids, shall use appropriate protective clothing and materials provided by the Contractor, and shall dispose safely of all soiled materials).
 - i) Not to solicit or accept payment or gratuities from passengers or their parents / guardians / carers.
- 9.16 All Passenger Supervisors will be required to be trained to the same standard by the Council's approved training provider, the cost of which will be covered by the Council (for the duration of this contract).
- 9.17 All Passenger Supervisors employed by the Contractor on vehicles carrying wheel chairs must have attended and passed approved wheelchair Passport Awareness Training, before they can be used on contracted vehicles that require passengers to be transported in wheelchairs.
- 9.18 Where specified, the Contractor must provide a Passenger Supervisor approved by the Council to travel with the vehicle at all times when passengers are on board. Certain Tenders will specify a male or female Passenger Supervisor, and the Contractor must ensure that any such requirement is complied with at all times. The Contractor must supply the name and address of the Passenger Supervisor(s) to be used on a regular basis after award of the route, but before commencement of delivery of the service, and at the start of each subsequent academic year. No person other than these named individuals may act as Passenger Supervisor on the Contract, except in an emergency, when another Passenger Supervisor already approved by the Authorised Officer may be substituted. On such occasions the Council must be notified at the

earliest opportunity. Any person acting as a Passenger Supervisor must provide his/her name and address, and other proof sufficient to establish his/her identity to any officer of the Council, school employee, or parent of any passenger on request.

- 9.19 If required by the Council, the Driver and/or Passenger Supervisor must meet with the Head Teacher or their authorised representative to be briefed on the special education needs of their passengers. If in the opinion of the Head Teacher the Driver and/or Passenger Supervisor is unsuitable for the duties the Council will ask the Contractor to provide a suitable alternative.

10. HEALTH AND SAFETY

- 10.1 Health and Safety legislation requires risk assessments to be undertaken. The law does not expect us to be able to eliminate all risks but to protect people as far as 'reasonably practicable'. One of the most important aspects of administering Health and Safety will be to ensure that risk assessments are in place and that they accurately identify potential hazards. Risk assessments must be used for all education transport service contracts (mainstream primary and secondary, SEN, post 16, etc.) and all social transport contracts but can also be modified for use for contracts carrying pupils with specific travel requirements.

- 10.2 The Authority will monitor on a regular basis how you undertake your risk assessments and how you identify risk/hazards, and in particular what activities or processes could injure or harm health. Contractors must complete risk assessments, make copies of them and submit the originals to the Authority before the commencement of the Contract. The completed risk assessments should be reviewed annually, immediately after an incident, or whenever there are any changes to the transport provision. In order to ensure compliance, PLEASE FOLLOW:

- **Risk Assessment A Brief Guide to Controlling Risks in the Workplace.** This is a web-friendly version of leaflet INDG163(rev4), published 2014 Health and Safety Executive Risk Assessment: A Brief Guide to Controlling Risks in the Workplace (ISBN: 978 0 7176 6463 4).

<http://www.hse.gov.uk/pubns/indg163.htm>

- **Guidance on Home to School Transport Risk Assessments.** This is non-statutory guidance to help local authorities and operators carry out risk assessments on home to school transport. [Home to school transport risk assessments: guidance | GOV.WALES](#)

This Guidance should be used for all school transport service contracts:

- taxi operators
- minibuses

The guidance can also be modified for use on public services that carry school pupils or for contracts carrying pupils with specific travel requirements. A risk assessment must be completed:

- for every route undertaken as part of the contract;
- for every pick-up / drop-off point on the route that is considered to require a separate risk assessment;
- for every school pick-up / drop-off point that is considered to require a separate risk assessment.
- for every driver and passenger supervisor employed for the provision of school transport; and
- for every vehicle used for the provision of school transport.

Further information is also available on the HSE website: www.hse.gov.uk

A penalty will be awarded for any disregard of this condition.

- 10.3 All Vehicles be fitted with 3 point seat belts and preferably a 3 point all age seat belt to all seats. Passengers must NOT be carried in sideways or rearward facing seats and every passenger carried shall be provided with their own seat.
- 10.4 Where identified as a requirement in the details of the allocated route / service, child safety seats, booster cushions or other seating equipment will be provided by the Contractor. Specialist seating which is Service User specific will be addressed on an individual basis. No child, irrespective of age, is to be carried in the vehicle unless appropriate seating is available and correctly fitted.
- 10.5 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.
- 10.6 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 and comply with the following:

- a) For every designated space for a wheelchair user, suitable independent restraint systems, incorporating four-point webbing, must be fitted for both wheelchair and occupant, adjustable to suit a range of wheelchairs and occupant sizes. The restraint systems must be installed and operated in accordance with the manufacturer's instructions. Clamps alone will not be accepted.
- b) All Specially Adapted Vehicles (SAVs) should have a fully bonded floor with tracking that covers the full length and seating positions within the passenger compartment. SAVs that have this may be given preference by the Authorised Officer depending upon the specification of the vehicle. In addition vehicles fitted with Cant rails may also be given preference by the Authorised Officer.
- c) The wheelchair occupant restraint system shall comprise a minimum of a two-point anchorage system (lap and diagonal). This can either be integral with the wheelchair tie down equipment or provided separately. The Council will specify individual restraint system requirements for each passenger. Each passport will specify how each wheelchair and passenger should be secured in the vehicle and must be referred to and applied at all times.
- d) Suitable handrails must be provided at the passenger entrance to the vehicle to facilitate easy access and promote independent access for passengers.
- e) Head protection pads are to be fitted to the side and rear of the passenger entrance.
- f) Automatic cassette or foldaway steps must be available on all vehicles to help improve disabled and wheelchair access into and out of the vehicle.
- g) Vehicles may be fitted with either ramps or power operated lifts to facilitate entry and exit by passengers in wheelchairs, unless the vehicle has a floor height measured from the road of more than 610mm, in which case it must be fitted with a power operated lift and the use of ramps will not be permitted.
- h) All ramps must comply with BS6109, Category A or Category B, including the requirement to cater for wheelchair tracks from 450mm to 735mm and to deliver a gradient no steeper than 1 in 12 (8.3%).
- i) Ancillary equipment must be installed, operated and maintained in accordance with the manufacturer's instructions, and any lifts must be tested according to LOLER (Lifting Operations and Lifting Equipment Regulations 1998). A copy of the six-monthly LOLER certificate of inspection for passenger lifts must be supplied to the Council on request. All power-operated lifts must comply with BS6109 Category A.
- j) A copy of the LOLER certificate must be kept on the vehicle at all times and produced for inspection when requested by an authorised Officer of the Council.
- k) Stowed ramps or lifts must not prevent service and emergency doors from being operated from inside and outside the vehicle. Internally stored lifts must fold down

10.7 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. Where a child safety seat is required a 3-point lap and diagonal seatbelt must be provided.

- 10.8 For each vehicle where seat belts are fitted the Contractor must comply with the Department for Transport’s requirements for MOT testing standards of seat belts for the time being in force and that written confirmation to this effect is sent to the Authority prior to the vehicle being used.
- 10.9 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 Authority may from time to time require.
- 10.10 All reasonable care is to be taken to ensure all Passengers carried are seated and remain seated throughout the journey and that order amongst the Passengers is maintained.
- 10.11 Where a vehicle is fitted with childproof locks on the rear doors, these must be used while the vehicle is carrying children under the age of 14 (or under the age of 18 for children with special education needs or for any other passenger identified through a risk assessment), unless instructed otherwise.
- 10.12 The requirements of this Schedule which are not currently required by law shall take immediate effect on the commencement of the Contract unless the Authority has granted the Contractor exemption.

A penalty will be awarded for any disregard of this condition

- 10.13 Every vehicle must carry a first aid kit. The first aid kit must be readily visible to passengers and be available for immediate use in an emergency. Except where otherwise authorised by the Authority, 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 below provided that items in iii. below are also carried; or
 - ii. Comply with iii. below.
 - iii. Minimum first aid kit contents shall be as follows:-
 - Guidance leaflet on First Aid x 1
 - Sterile adhesive dressings x 20
 - Sterile eye pad with bandage No. 16 x 1
 - Triangular bandage B.P. 90cm x 127cm x 2
 - Safety pins x 6
 - Sterile wound dressing Medium No. 8 x 3

- Sterile wound dressing Large No. 9 x 2
- Sterile wound dressing Extra Large No. 3 x 1
- Moist cleaning wipes each wrapped x 10
- Sterile eye wash bottle 500ml x 1

A penalty will be awarded for any disregard of this condition

- 10.14 Every vehicle must carry an appropriate fire extinguisher. Fire extinguishers shall be tested and maintained in accordance with the Manufacturer's instructions or at least annually and 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.
- 10.15 Drivers shall ensure that all passengers alight from the vehicle onto the pavement or away from passing traffic. Drivers shall not park, wait or let down in contravention of any road markings or prohibitions.
- 10.16 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 Supervisor 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.

A penalty will be awarded for any disregard of this condition

- 10.17 All vehicles must have hazard-warning lights switched on when picking up/dropping off passengers at roadside locations or where other vehicles are operating.

A penalty will be awarded for any disregard of this condition

- 10.18 Drivers must be able to demonstrate that they have appropriate training (in what areas for example First Aid, CPC etc.) and know the location of, and how to use any other safety equipment.

A penalty will be awarded for any disregard of this condition

- 10.19 All Drivers and Passenger Supervisors must wear clearly visible identity badges complete with a recent photograph. Passenger Supervisors must also wear high visibility clothing.

A penalty will be awarded for any disregard of this condition

- 10.20 Vehicles must be equipped with a working two-way radio and/or hands-free mobile phone at all times during the delivery of this service drivers must note that the use of mobile phones or similar communications equipment e.g. two- way radios whether hand held or hands-free is not be permitted to be used **while driving during the course of the Contract including during periods where any Passenger Supervisor is carried**. Drivers are permitted to stop safely periodically to use such equipment for messages. The use of such communication equipment must be undertaken in a safe manner and in compliance with the Road Vehicles (Construction and Use) Regulations 1986, or as amended.

11. LICENSING AND INSURANCE

- 11.1 The Contractor must, at his/her own cost, have and keep in force a current Hackney Carriage Licence or Private Hire Operator's Licence or PSV Operator's Licence or Section 19/22 Licence where appropriate for the size of vehicle operated. The Licence shall be issued in the name of the Contractor at all times throughout the period of the Contract, authorising the operation of the appropriate type of vehicle(s) and must comply with all the conditions contained therein. Appropriate Licence Plates / Discs must be permanently affixed to the vehicle and clearly displayed.
- 11.2 The Contractor shall produce the Licence(s) for inspection when required to do so by the Council, and authorises the Council to contact the authority issuing the Licence to resolve any queries.
- 11.3 The Contractor shall ensure that all statutory requirements, regulations, bye-laws, conditions and Traffic Commissioners' and any other Licensing Authorities' requirements for the time being in force relating to the licensing of the operator involved in the execution of this Contract are observed at all times.
- 11.4 The Contractor shall fulfil all statements of intent that were made when applying for his/her Public Service Vehicle Operators Licence / Private Hire Operators Licence, including in regard to maintenance.
- 11.5 The Contractor must ensure that any driver of a vehicle used on the Contract possesses a current, valid Driving Licence for that type of vehicle, and, in the case of the Contract requiring Hackney Carriages/Private Hire Vehicles, is duly licensed as a Hackney Carriage or Private Hire Driver by the Authority which has issued the Contractor's licence. **The Driver must be able to produce the Driving Licence within seven days of the request from the Authorised Officer.** Failure to produce the documentation within this timescale will result in the immediate suspension of the Contract.
- 11.6 Where the Contract requires a Hackney Carriage, Private Hire or Passenger Carrying Vehicle and the Driver is an owner/Driver acting as an Agent for the Contractor, the Contractor is responsible for meeting all the provisions of this Contract.

- 11.7 Drivers of Hackney Carriage and Private Hire Vehicles are required by law to wear their relevant driver ID badge at all times whilst they are working.

A penalty will be awarded for any disregard of this condition

- 11.8 All Drivers must hold an appropriate current and valid vocational driving licence for the category of vehicle being used to provide the service. All licences will be checked during the settlement period. If not listed on the original tender documentation, **changes to all driver detail must be reported to the Authority before the route is progressed**. The Authority will make periodic contract monitoring checks, therefore drivers are advised to keep their licence(s) with them during the operation of all routes.

A penalty will be awarded for any disregard of this condition.

- 11.9 The Contractor will maintain a record of Driver Licensing Checks for all Drivers. These records must be made available for inspection by the Authorised Officer or his/her deputy at all times.

A penalty will be awarded for any disregard of this condition

- 11.10 The Contractor shall examine and copy the DVSA driving licences and any vocational licences e.g. Private Hire or Hackney Carriage Driver licences prior to the commencement of any sub-contract, and shall make regular checks of each licence. All sub-contractors must:

- a) be a named individual or individuals;
- b) hold the appropriate current and valid vocational driving licence for the category of vehicle being used to provide the service and all other appropriate licenses issued by the appropriate Licensing Authority.

- 11.11 The Contractor shall keep records of any MOT and Insurance Certificates and any maintenance and inspection work carried out to each vehicle provided for any route.

A penalty will be awarded for any disregard of this condition.

- 11.12 All checks shall be recorded and the records shall be made available for inspection at the request of an Authorised Officer.

- 11.13 PCVS, PHVs, PCV and HCVs used to fulfil any route shall display vehicle licence plates and decals as required by the Licensing Office of their Local Authority.

A penalty will be awarded for any disregard of this condition.

- 11.14 The Contractor shall ensure that each vehicle provided must have an appropriate valid certificate of motor insurance, public liability insurance, and where appropriate, employer liability insurance. The Contractor shall at all times keep fully indemnified the Council, its servants and agents and third

parties and all other persons from and against all proceedings, losses, costs, charges, expenses, claims, demands and any liability arising out of or in connection with the carrying out of the Contract.

- 11.15 For motor vehicles, the insurance policy must include business use and use for hire and reward. The Authority requires all Contractors to have a minimum of £10 million Public Liability insurance and £5 million Employers' Liability insurance.

A penalty will be awarded for any disregard of this condition

- 11.16 The Contractor must ensure that the Contractor's public liability, employer liability and motor insurance policy covers all Drivers and Passenger Supervisors employed on the Contract and meets the minimum requirements as stated in the Council's Terms & Conditions. It is the responsibility of the Contractor to effect appropriate insurance cover against injury to Drivers / Passenger Supervisors in the performance of their duties, and the Council will accept no liability for any injury sustained under any circumstances. Minimum / required insurance levels are detailed in the Supplier Response document.
- 11.17 The Contractor must notify the Authorised Officer immediately in writing of any alteration, disciplinary, suspension or revocation of a vehicle or operator's licence issued to, whether for maintenance or other reasons. In addition, the Contractor must notify the Authorised Officer immediately of any change to, or disciplinary action taken against, his/her Licence(s), including changes of address or operating centre. The Contractor must comply with all conditions attached to any licence.
- 11.18 This Contract shall be invalid and of no force or effect during any period that the Contractor does not have a required Licence / Operators Licence, or if any Licence previously granted has been revoked or suspended for any reason, or has had conditions attached to it which prohibit or limit the operation of any service which is the subject of the Contract with the Council. At the Council's discretion, the Contract may be terminated immediately in these circumstances.
- 11.19 All vehicles shall carry route details in the vehicle provided to carry out the route at all times.

A penalty will be awarded for any disregard of this condition.

12. VEHICLE SUITABILITY AND AVAILABILITY

- 12.1 The Contractor will ensure that all vehicles used in the delivery of this service comply with the vehicle specification details and are suitable in all respects for the performance of the Contract in regard to size, carrying capacity or any other particular with special regard to their suitability for operation upon the specified route or routes under this Contract taking into account any obstructions, road width and restrictions (e.g. low bridges, corners, road widths and restrictions, overhanging and overhead wires etc.)

- 12.2 All PSV/PCV vehicles operating on this Contract must be compliant with statutory requirements and must:
- Include a sign indicating the route detail / service number and destination
 - Be fitted with a power operated entrance door which is capable of being remotely controlled by the driver at all times
 - Be fitted with forward facing seats for all seats to the rear of the driver's seat
 - Be fitted with an efficient fire extinguisher of adequate size readily visible to Service Users and available for immediate use in an emergency, and, where applicable a first aid kit suitable for use in a passenger carrying vehicle containing appropriate first aid dressings and appliances and carried in a position readily visible to Service Users and available for immediate use in an emergency.
 - Be easily distinguishable, especially when approaching a stop by displaying the contractor's name or service identity prominently on the exterior
 - Be cleaned to a high standard (internally and externally), washed and swept regularly and have fittings and furnishings in a good and dry condition with all equipment in full working order and maintained in a clean, safe and efficient condition to comply with the requirements of the provision and use of work equipment regulations.
- 12.3 Unless expressly authorised in writing by the Council the Contractor shall not in the performance of this Contract use:-
- Any open top vehicle other than where indicated in the service specification;
 - Any vehicle with more than one passenger entry/exit (other than emergency exits) unless the second or subsequent entry/exit has been de-commissioned and re-certified by the relevant governmental department;
 - Any vehicle with a rear passenger door for the boarding and alighting of Service Users.
- 12.4 Where a low floor-and/or age restriction is specified as required to fulfil all or part of the Contract, the vehicle must comply fully with the Disability Discrimination Act 1995 and subsequent regulations, and 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 Council is given in advance.
- 12.5 The Council reserves the right to approve in advance all internal and external advertising on all vehicles serving schools and colleges.
- 12.6 There must be a sufficient number of seats in the vehicle for all passengers including, where specified, a Passenger Supervisor. All seats must be forward facing.
- 12.7 Under no circumstances whatsoever shall the Contractor exceed the permitted carrying capacity of the vehicle. Any instances of potential overloading should be reported immediately to the Council. If more passengers are transported than there are seats available on any vehicle the Contract will be suspended immediately pending investigation.

A penalty will be awarded for any disregard of this condition

- 12.8 Where the Contractor states on the Tender that a vehicle with a passenger carrying capacity greater than that required in the Specified Service will be provided and the Council accepts this in the Acceptance Letter, all the capacity of the vehicle may be taken up by the Council at no extra charge.
- 12.9 The Contractor will ensure that all vehicles used in the delivery of this service are at all times completely roadworthy, fully maintained and kept in a safe, clean and internally dry condition with all furnishings, fittings and equipment used thereon or in connection therewith in full working order maintained in a clean, safe and efficient condition.

A penalty will be awarded for any disregard of this condition

- 12.10 The Contractor shall ensure that all vehicles used to fulfil this contract shall be maintained in accordance with the Authority's *"Exceptionally Well Maintained Criteria"* as defined in Annex A of this document.

A penalty will be awarded for any disregard of this condition.

- 12.11 No vehicle shall be used on this Contract unless it complies fully with the requirements of the respective Licensing Authority. All vehicles used in providing the Service shall meet all the requirements of relevant Acts of Parliament, Welsh law, Statutory Instruments, orders or regulations that are in force.

A penalty will be awarded for any disregard of this condition

- 12.12 All vehicles used in providing the service shall at all times be maintained and comply with any licence condition or legislative requirement at all times.

Suspension of the contract will apply to any disregard of this condition

- 12.13 All vehicles must:
- Be appropriately licensed and meet Isle of Anglesey County Council licensing standards or related Local Authority Licensing standards ;
 - Be appropriately insured;
 - Have current Test Certificates where applicable;
 - Be frequently inspected for roadworthiness on a time/mileage basis in accordance with the Driver and Vehicle Standards Agency's Guide to Maintaining Roadworthiness (Commercial goods and passenger carrying vehicles (2014). During contract monitoring periods the Authority will look at vehicle inspection log books to ensure this has been carried out before each journey
 - Have daily walk around checks
 - Have first-use inspections/regular safety inspections

Suspension of the contract will apply to any disregard of this condition

- 12.14 The Contractor will retain copies of all relevant documentation (for example: Vehicle Inspection (Daily Walk Around Checks, Safety Inspections, First Use Inspections, Motor Vehicle Test Certificates etc.), Health and Safety, Vehicle Maintenance, Insurance and Staff Training), which must be made available for inspection upon the request of the Authorised Officer.
- 12.15 A list of vehicles to be used in the performance of this Contract is to be provided within the tender documentation and in the event of an accident or breakdown an appropriate alternative vehicle **from the approved list only** is to be made available without creating a break in service. Details of any additional vehicles, must be forwarded to the Authority in advance (**before the route operates**) of administering routes.

A penalty will be awarded for any disregard of this condition.

- 12.16 Prior to the commencement of the Contract or at any other reasonable time the Authority must approve the Contract Vehicles used to carry Service Users in wheelchairs.
- 12.17 The Contractor will not be relieved of his obligations under this Contract by virtue of the unavailability of a vehicle/vehicles or driver for any cause whatsoever.
- 12.18 The Contractor shall ensure that adequate vehicles are available at all times. Lack of vehicles, for whatever reason, including breakdowns, will not be considered as a reason for non-performance of the requirements of the Contract.
- 12.19 All substitute vehicles will be of a minimum specification capable of performing the designated duties of the vehicle replaced and all replacement vehicles must comply with the requirements of this Contract, and the Authorised Officer must be advised of any such replacements beforehand.
- 12.20 Substitute vehicles must, where necessary, be equipped with wheelchair clamps, ramps, harnesses, seat belts etc. appropriate to the needs of passengers to be transported, which are fitted and conform to the same standards as those required for the regular vehicle.

A penalty will be awarded for any disregard of this condition.

- 12.21 The Authority shall retain the right to refuse the use of any vehicle if it is not deemed by the Authorised Officer to be appropriate.
- 12.22 Contract Vehicles offering more accommodation in the form of longitudinal inward or rear facing seating other than forward facing seats shall not be used on any School Transport service contract.
- 12.23 Any vehicle supplied to the Authority for the carriage of Passengers using

wheelchairs must comply with the Department for Transport Codes of Practice, All Contractors must ensure that their Drivers of such vehicles shall have received approved training in the securing of wheelchairs in the vehicle.

- 12.24 Contract Vehicles that have a tail lift will be subject to an additional tail lift inspection at a place designated by the Authority irrespective of whether the vehicle is licensed in accordance with the Terms & Conditions
- 12.25 The Authority 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.
- 12.26 Where a passenger travels in a wheelchair or buggy, it must be clamped to tracking or screwing points in the floor of the vehicle. A harness must be independently secured to the vehicle so that it can be placed around both passenger and chair. Any support harness attached to the wheelchair alone is not sufficient protection. All wheelchairs are to face forward. The Contractor shall recommend to the Authorised Officer future requirements and shall provide at the Contractor's expenses any fittings agreed to be necessary including wheelchair clamps.
- 12.27 For non-PSV contracted vehicles, 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.
- 12.28 All flooring within the vehicle including the external step must be of a slip-resistant material.
- 12.29 All vehicles must be equipped with efficient and functioning heating systems for use in cold weather, and adequate ventilation to maintain a comfortable temperature in warm weather. The heating / ventilation system should be capable of achieving a comfortable interior temperature within ten minutes of starting up and be capable of maintaining that temperature.
- 12.30 The Contractor's employees are not permitted to smoke on board the vehicles used in the service provision. All vehicles must contain a prominent "No Smoking" sign.

13. VEHICLE MAINTENANCE

- 13.1 It is strongly recommended that Contractors apply the procedures and systems explained in the Guide to Maintaining Roadworthiness produced by the Driver and Vehicle Standards Agency (DVSA) (Revised 2014) involved in maintaining vehicles in a roadworthy condition, regardless of operating conditions, fleet size or vehicle type.

<https://www.gov.uk/government/publications/guide-to-maintaining-roadworthiness>

- 13.2 In any circumstances, the Contractor will maintain and service the vehicles and

integrated equipment in accordance with the Manufacturer's requirements and legislative requirements.

- 13.3 Any vehicle being used on this Contract must at all times be maintained in a fit and roadworthy condition, comply with all relevant legislative requirements, and conform to any other requirements specified in the Contract. The current Motor Vehicle Test Certificate for such a vehicle must be produced for inspection by the Authorised Officer on request. The vehicle(s) used must not be of a smaller seating capacity than that specified in the Specified Service.
- 13.4 Where fitted, the contractor must ensure that all lifts are LOLER tested and approved throughout the duration of the contract and provide copies of the certification upon request by the authorised officer.
- 13.5 If the contract requires wheelchair users to be carried, the vehicle and operations must comply with the **Department of Transport's Code of Practice VSE 87/1 "The Safety of Passengers in Wheelchairs on Buses or equivalent legislation and all future updates and amendments thereto**. If the Contract requires the carriage of passengers in specially adapted seats, their design, fitting and use must comply with the recommendations of the **Medical Devices Directorate Guidance Note MDD92/07** and all future applicable guides, updates and amendments thereto. Contractors will be expected to keep up to date with any changes in practice, new guides, or product recalls. This information can be obtained from www.mhra.gov.uk
- 13.6 In performing this Contract, the Contractor shall only use vehicles that are fully maintained and kept in a safe, roadworthy, clean and internally dry condition with all fittings and equipment used thereon or in connection therewith in full working order maintained in a properly cleaned, safe and efficient condition

Please also refer to Annex A: Exceptionally Well-Maintained Criteria

- 13.7 If so required, the Contractor must at his/her own expense make available any vehicles used in the operation of this Contract for inspection by the Authorised Officer or another person nominated by him/her, at a time and place to be determined by the Authorised Officer. Failure to produce the vehicle for inspection without a reasonable explanation will be managed in line with the contract management specification.
- 13.8 If, in the opinion of the Authorised Officer or his/her representative, any vehicle has a defect which could affect the safety of passengers or other road users, the Contractor must cease to use that vehicle on the Contract immediately (or as directed in writing by the Authorised Officer) until the defect has been rectified to the satisfaction of the Authorised Officer, and at the Contractor's expense provide a suitable replacement. There must also be a firm management commitment to review and improve maintenance systems where defects are found on vehicles or when the fleet size or the nature of the business is changing.

- 13.9 The Authorised Officer may notify the authority licensing the vehicle or the Driver and Vehicle Standards Agency (DVSA) of any defects that are found.
- 13.10 The Contractor must notify the Authorised Officer immediately when an Immediate Prohibition Notice (PG9) has been issued to the Contractor by a Vehicle Examiner in respect of any vehicle based and maintained at any depot of the Contractor at which vehicles to be used on this Contract are based. Failure to do so will be regarded as a serious breach of Contract and may result in termination of the Contract, pending investigation.
- 13.11 The Contractor must permit the Authorised Officer to inspect any premises used by the Contractor for the storage and maintenance of vehicles used on the Contract at any reasonable time. If a third-party services such vehicles, the Contractor must ensure that the maintenance agreement with the third party provides that the Authorised Officer may inspect the premises used in accordance with this Clause.
- 13.12 The Contractor must permit the Authorised Officer to inspect any vehicle used by the contractor prior to and throughout the duration of the service, and if any vehicle is found not to comply with the specification, the Council reserves the right to require further vehicle testing and inspection, and/or terminate the route with immediate effect. The Council reserves the right for the Authorised Officer or nominated representative to inspect any vehicle used in the performance of this Contract prior to the Contract being awarded and at any time during the Contract period without notice to the Contractor.
- 13.13 The Contractor shall be liable for all servicing and maintenance scheduling, the settlement of warranty claims with the manufacturer, and the provision of a breakdown recovery service. Replacement parts will be to the manufacturer's standards and specifications
- 13.14 The Contractor shall maintain a full operating history for all vehicles and ensure that all requirements in force at the time regarding drivers' logs (including tachograph and daily defect records) are complied with. Safety / preventive maintenance inspection and service sheets shall be maintained for all vehicles. Copies of any of the above records or any other records shall be made available to the Authorised Officer on request.
- 13.15 The Contractor must ensure that all vehicles are covered by a daily vehicle defect recording system that includes nil returns by the driver.
- 13.16 The Contractor shall ensure that all vehicles used for the contract are subjected to annual tests appropriate to their type and use, in accordance with current regulations, so that all statutory requirements for the testing of the Contractor's vehicles are met. The Contractor shall be responsible for all costs associated with vehicle and equipment testing.
- 13.17 The Contractor shall immediately repair any vehicle, which is not in operational condition and replace any vehicle which is beyond repair. The Contractor shall forthwith, on receipt of a written notice from the Authorised Officer, provide a

replacement vehicle for any non-operational vehicles or those with non-operational equipment or fittings which impair their efficient or safe use.

- 13.18 The Contractor shall provide a range of back up services as maintenance, breakdown / recovery and substitute vehicles to the required specification as necessary. Mobile servicing and minor repairs will be permitted subject to operational requirements.
- 13.19 The Contractor including their agents and employees shall ensure that the outside and inside of the vehicle are kept clean and free from rubbish at all times. As some passengers are liable to suffer from travel sickness, the Contractor's vehicle shall be equipped with cleaning materials suitable to both clean and disinfect the vehicle when this occurs or as soon as possible afterwards or in any case prior to the start of the subsequent journey.

14. VEHICLE EMISSIONS

- 14.1 The Contractor is expected to comply with the Council's Environmental Policy and in particular to ensure that vehicles supplied for the service are of a type, and used, so as to minimise environmental pollution.
- 14.2 Contractors are required to declare emission standards of all vehicles being used on the service and as a minimum all vehicles must comply with Euro 1 exhaust emission standards as set out in EU directive 91/542.

15. VEHICLE QUALITY

- 15.1 All vehicles must be suitable and fit for purpose at all times. Conditions will include:
- Clean interior and exterior (Vehicles should be cleaned regularly on top, inside and underneath. This will make it easier to spot defects at scheduled safety inspections and during the daily walk around checks).
 - Repair to all visible damage to both interior and exterior to be made within an 8 week period
 - All recommended safety precautions to be in place including seatbelts, first aid and fire equipment and suitably tested and checked as part of driver's daily walk around check
 - Visible route detail on the front of all vehicles
 - Children's service signage on both the front and rear of vehicles (Vehicles 6 seats or more)

Please also refer to Annex A: Exceptionally Well-Maintained Criteria

- 15.2 **For minor bumps and scrapes:** Where a vehicle has sustained accident damage, the contractor shall as soon as is reasonably practicable, report any damage, which may materially affect the safety, performance or appearance of the vehicle or the comfort or convenience of person carried therein.

- 15.3 HCV and PHV are subject to a separate examination by the Licensing Office. Reporting accident damage to the Council does not relieve the Contractor of the requirement to notify the relevant Licensing Office of any damage to such a vehicle.

16. SERVICE INCIDENTS/COMPLAINTS AND ACCIDENT REPORTING

- 16.1 Contractors must notify the Council immediately of any road traffic or other incident / accident involving a Contract Vehicle operating Services under the Contract or involving any Service User or Passenger Supervisor travelling in or boarding or alighting from any such vehicle. The Contractor shall further send to the Council within 24 hours of the event a full written report of any such incident with details of any action taken or proposed to be taken to prevent any recurrence.

- 16.2 In the case of any injury to an individual(s) this must be reported to the Council immediately. Failure to comply with the above procedure may result in immediate suspension of the Contract and subsequent penalty points. RIDDOR, the Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 2009, may apply to the reporting of some incidents. Contractors should be aware of this and what to do in such circumstances.

- 16.3 Any untoward incidents or complaints must be reported to the Council immediately. An officer will be assigned to investigate and record the details and to decide what further action may be necessary. The service will ensure any corrective action is carried out in accordance with service policies and procedures. The Contractor must 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. All complaints must be investigated. Written complaints are to receive a written response within 15 working days and must be copied to the Council 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 15 working days. Letters received in the Welsh language must be responded to in that language.

- 16.4 Incident Report 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.

- 16.5 **In the case of a Road Traffic Accident:** Drivers involved in road traffic accidents must abide by guidance contained within the Highway Code. Contractors/drivers must inform the Council of details of the incident and any passengers involved as soon as is reasonably practicable. The following information must be provided:

- Date of accident.
- Location of accident.
- Registration numbers of vehicles involved.

- Name and address of taxi driver.
- Name and address of everyone in the taxi
- Details of any injuries sustained.
- Vehicle Insurance details
- Name and address of other driver(s)
- Name and address of any involved third parties
- Name and address of any witnesses
- Witness statements if applicable.
- Police reference number (CAD) if reported

16.6 A Council representative will be assigned to investigate and record the details and to decide what further action may be necessary.

16.7 Contractors and drivers must comply with investigations and be willing and make themselves available to be interviewed and/or provide witness statements.

17. SAFEGUARDING

17.1 If there is an immediate safeguarding concern about a child who is at risk of abuse or is being abused, it is essential that you let the Council or the Police know immediately. If the individual is in direct danger, call the Police immediately on 999. If not, telephone Social Services as soon as possible to share any concerns:

During office hours

Teulu Mon (Social Services): 01248 725888 / Delyth Griffiths (Safeguarding Officer): mobile: 07977 504 344 / Caernarfon office: 01286 679007 / Dolgellau office: 01341 424 508.

Outside office hours/Weekends

Out of Hours Team 01248 353 551 (this service is run jointly with Gwynedd Council).

The North Wales Adult Safeguarding Board is a partnership between Social Services, North Wales Police, the Care and Social Services Inspectorate Wales, Betsi Cadwaladr University Health Board, voluntary services, care homes and care agencies. Partners are working together to make sure that any reports of child (and adult) abuse are taken seriously and are investigated by the right people.

North Wales Safeguarding Children Board

The Board has the overall responsibility for challenging relevant agencies in the area so that:

- There are effective measures in place to PROTECT children
- There is effective inter-agency co-operation planning and delivering protection services and in sharing information
- Anticipating and identifying where there may be individuals affected and work with service suppliers to develop earlier identification and preventative services
- Promote effective multi agency support services

- Promote inter agency approaches to working with community groups and organisations where there may be populations at risk of harm
- Using inter-agency training and dissemination of learning and research to help build a more confident and knowledgeable multi agency workforce

If for any reason the driver has concern regarding any passenger the driver can report to the Council immediately (The Transportation Section, Isle of Anglesey County Council). Please note that any delay in informing the Council could impact on safeguarding. All drivers, Passenger assistants and Passenger supervisors will be required to attend training as specified by the Council, for example Safeguarding, Disability Awareness etc.

- 17.2 **Safeguarding Training:** Regular stakeholder events will be organised by the Authority throughout the contract period in order to allow the Authority to support additional training relating to Safeguarding Procedure. It is important to note that ALL Drivers, Passenger Assistants or Passenger Supervisors must attend any mandatory Safeguarding training sessions which is a condition of the contract. Failure to attend without reasonable cause may result in termination of the contract.
- 17.3 **Specific needs training – Disability Awareness:** Regular stakeholder events will be organised by the Authority as and when required in order to allow the Authority to support additional training relating to Disability Awareness. It is important to note that all Drivers, Passenger Assistants or Passenger Supervisors must attend any Disability Awareness training sessions which is a condition of the contract. Failure to attend without reasonable cause may result in termination of the contract.
- 17.4 If the driver has any concerns about the well-being of the passengers and carers travelling with them they should contact the Council at the earliest opportunity. Significant concerns for example:
1. General Concern: telephone the Transportation Section
 2. Safeguarding: follow safeguarding procedures (and notify Transportation Section)
 3. Significant Health Concerns: ring 999 (+ notify Transportation Section)
- **It is important that all drivers have the appropriate contact details at all times****
- 17.5 Further Safeguarding advice and guidance can be sought via:
- Teulu Mon (Social Services): teulumon@ynysmon.gov.uk / 01248 725888 / Delyth Griffiths (Safeguarding Officer): mobile: 07977 504 344 / Caernarfon office: 01286 679007 / Dolgellau office: 01341 424 508 / Out of Hours Team 01248 353 551 (this service is run jointly with Gwynedd Council).
- 17.6 The Contractor shall comply with the local authority's Corporate Safeguarding Policy, all statutory safeguarding requirements, including the Children Act 1989/2002 and the Social Services and Well-being (Wales) Act 2014) when this is incorporated and any

update to successor to this Policy or legislation that shall be published from time to time. The Contractor acknowledges that by virtue of providing transport services for children and/or vulnerable adults, they and their staff occupy a position of trust. The Contractor shall ensure that all personnel act with integrity and maintain professional boundaries at all times.

- 17.6 The Contractor shall ensure that staff avoid any behaviour that could reasonably be perceived as inappropriate, exploitative, or abusive. Under no circumstances should passengers be left unattended in a vehicle.
- 17.7 The Contractor shall fully co-operate with the local authority in the handling of any complaints, safeguarding concerns or investigations relating to the services provided under this contract. This includes providing timely access to relevant staff, records, and information as reasonably requested by the Authority.
- 17.8 Upon request by the Authority, the Contractor shall provide copies of its policies, procedures, and risk assessments relating to safeguarding, complaints handling, and passenger safety. The Contractor shall ensure these documents are kept up to date and reflect any current legal and regulatory requirements.
- 17.9 If the local authority notifies the Contractor of any safeguarding concern, complaint, or breach of contract and the Contractor fails to take appropriate action within the timeframe specified by the Authority, the Authority reserves the right to terminate this contract with immediate effect without liability.
- 17.10 If the Contractor fails to comply with any of these obligations listed above it shall constitute a material breach of this Contract and may result in immediate termination of the contract.
- 17.11 The Service Provider shall ensure that their staff understand that every practitioner has a responsibility to safeguard children and adults at risk and that they have a duty to report any concerns about suspected abuse and neglect in these situations, including when the abuse is only suspected.

18. INCLEMENT WEATHER

- 18.1 Unless a school or social services facility is already closed, in the event of bad weather in the morning, it shall be the Contractor's 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 and 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 Contractor on the grounds of adverse weather, the Contractor will not normally be responsible for conveying passengers home in the afternoon. In such circumstances, the Contractor will be entitled to claim 50% of the daily cost of the Contract for the first day only. No subsequent payment will be made if inclement weather continues to prevent the service from operating.

- 18.2 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.
- 18.3 Where a Contractor has brought pupils/clients to school/a facility in the morning and the Contractor fears that 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, Contractors may wish to start an afternoon journey earlier than would normally be the case and shall advise the school/facility accordingly.
- 18.4 Contractors shall ensure that they follow the advice 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). The decision to close a school is taken by the Head Teacher, following a risk assessment that is based on a number of factors. This decision has to be taken without knowing exactly how the weather will progress during the day. Information on individual school/college closures due to bad weather will be posted on the Council's website at the earliest opportunity and announcements will be made on local radio stations. Contractors are also advised to check individual school websites.

19. SCHOOL TERM / HOLIDAY DATES

- 19.1 It shall be the Contractor's responsibility to check with the appropriate Head Teachers / Social Services Centre 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.
- 19.2 The academic year is normally 190 days but some schools may close for additional days during the normal term time. No payment will be made by the Council to the Contractor during such closures when the service is not required.
- 19.3 The Contractor shall provide services on public holidays, other times and specified adjacent days in accordance with the requirements of this Contract.

20. GENERAL REQUIREMENTS

- 20.1 The Contractor shall be responsible for paying any road tolls applicable. The Contractor shall also be responsible for obtaining authority to operate over private roads and on to private property, if appropriate, and shall comply with any conditions, which may be specified by the owner for its use. The Contractor shall ensure that any vehicles proposed to be used on the Specified Service do not conflict with any height, width, weight or other physical restrictions along the route.

- 20.2 The Contractor must make suitable arrangements to deal with lost property and give reasonable assistance to passengers in reclaiming any property recovered on the vehicles.
- 20.3 The Contractor shall comply with all provisions of the Road Traffic Acts and Statutory Rules and Orders made thereunder so far as the same are applicable to any vehicle or vehicles used in pursuance of this agreement.
- 20.4 The Contractor shall comply with the provisions of all statutory and other requirements from time to time in force not otherwise specifically referred to in these conditions.

21. MANAGEMENT INFORMATION

- 21.1 Management information reports may consist of the following information:
- The number of pupils transported morning and afternoon on each vehicle to and from school per day. This information is required with monthly invoices for the preceding month.
 - The number and details per route number of any damage to vehicles by users (date and time, cost per instance).
 - Details of any damage to vehicles by users, date and time, number of instances broken down by route number and costs per instance on a calendar month basis.
 - Details of all incidents relating to misbehaviour, you will be expected to give date and time, number of instances broken down by route number and any costs per instance on a calendar month basis.
 - Any instance when Service Users have not travelled, as they are banned or any other reason for absence, you will be required to provide name of the passenger, route number and details of number of days they have not travelled.
- 21.2 The Council reserves the right at any time to instruct a full audit on the Contractor's methods of providing the above data and information.

22. TAXI CONDITIONS

- 22.1 At the Contractor's expense, the Contractor shall provide a copy of the conditions of carriage for approval by the Council. The Contractor shall make and obtain all necessary consents for any alterations to these Conditions as may be reasonably required by the Council. Notwithstanding any such approval, with or without amendments, the Council does not accept thereby any liability for any costs, injury, damage or expense howsoever incurred.
- 22.2 In conveying passengers the Contractor shall take all reasonable steps to ensure the safety of those passengers whilst they are on board the vehicle and when they are boarding or alighting from the vehicle.
- 22.3 Immediately after the conclusion of each duty or as soon as practicable thereafter

each Driver shall carefully check the vehicle for any property which may have been accidentally left there and shall account for same either to the owner, if the owner is ascertainable, or to the Council.

22.4 AD-HOC TAXIS (UP TO 8 SEATS)

22.5 This section details the specific requirements of ad-hoc taxis, in addition to the general requirements detailed previously, and refers to ad-hoc taxis and vehicles up to 8 seats not requiring a regular driver.

22.6 There are three elements to this category of vehicle:

- One-off requests for a taxi from A to B (and return journey if required).
- Emergency cover for existing transport services at short notice.
- Regular bookings of a taxi once a day/week etc. to transport Service Users from their home addresses to training venues or appointments, and return whereby a different driver can be allocated for each journey.

22.7 The provision of a licensed Private Hire or Hackney Carriage and appropriately licensed driver on account of receipt of a phone call or email, from an Authorised Officer, quoting a purchase order number allocated by the Authority. The service provision is required 7 days a week, 24 hours a day, 365 days a year.

22.8 The types of passengers transported on the contracts are secondary school pupils, primary school pupils, pupils with Special Educational Needs (SEN), Looked after Children (LAC) and vulnerable pupils. At all times passengers must be transported with dignity and care to the Service User's needs and requirements.

ANNEX A

The criteria set out below will be used for contract management and monitoring purposes by the Council. All Contractors are expected to adhere to these criteria and the DVSA Guide to Road Maintenance.

A. Vehicle Criteria for Exceptionally Well Maintained Exterior

1. All bodywork to be clean and sound, free from heavy wear, corrosion, dents, scrapes significant scratches or loose panels. Body panels, luggage compartment doors (if applicable) and access doors should not have jagged edges and should be secure.
2. All paint work to be in first class condition – no “egg shell” finish, or different shades of colours on either external or interior areas, which are visible to the public.
3. All wheel trims to be fitted according to manufacturer’s specification and to match. Tyres must be to the required minimum legal tread depth and have sufficient inflation in each tyre. No deep cuts in the sidewall; no cord visible anywhere on the tyre and no missing or insecure wheel nuts. All road wheels to be clean and free from damage or corrosion (where trims are not fitted).
4. Aerials (where fitted) to be in good condition and free from corrosion or damage.
5. All mirrors that should be present are in place and are aligned properly and securely mounted. Wing mirrors to be in good condition, no broken or discoloured glass or surrounds, and no obstructions (stickers etc.)
6. All doors and exits to be fully operational, secure when shut (not jammed shut) and can be opened to their fullest extent, and for PSV vehicles: emergency exit markings are present and clearly visible and lights are operational. Doors should be easily opened and closed from the outside and inside the vehicle. All door handles should be properly fitted, easily operated and of original colour specification
7. All lights and indicators work correctly in all their modes of operation (including hazard lights). All lenses are present, not dirty and are in the correct colour. Stop lights come on when the service brake is applied and go out when released. No broken, missing or obscured glass or surrounds on all front and rear lights, indicators and reflectors (including repeater indicators where fitted).
8. Front and rear (if applicable) windscreen wipers and washers to be fully operational, move continually when switched on and clear the screen effectively when used with washers. Wiper heads and arms should be in good condition, with no damage or corrosion and securely fitted.
9. Front and rear number plates to be clean, visibly clear and unbroken all in place (when known to be originally fitted) and are secure.

10. Front and rear bumpers to be in first class condition, no damage or corrosion, free from jagged edges, dents, scrapes (including any over riders and end surrounds) and should be securely fitted.
11. Mud flaps (if fitted) should be maintained.
12. Radiator grills should be secure and of original specification.
13. Vehicle's engine exhaust should not emit excessive amounts of smoke.
14. A spare wheel, which conforms, to legal requirements and equipment to change a wheel on the vehicle e.g. a jack and wheel brace should be provided and properly fitted in the vehicle. The exception to this requirement is when the manufacturer has provided a space saver tyre instead of a full-size wheel. The use of pressurised tyre sealants will not be permitted in any circumstances.
15. No visible leaks of fuel or oil from the vehicle. Fuel filler cap is properly secured and no waste leaking, which could cause danger to other road users.

B. Vehicle Criteria for Exceptionally Well Maintained Interior

1. All exits are clear and unobstructed. Nothing that a passenger may walk on in normal use will collapse or is defective or insecure. For PSV vehicles, emergency exit markings / signs are present and clearly visible with lights fully operational.
2. Wheelchair lifts / ramps (where installed) are working correctly and ancillary equipment is not in a condition where it is likely to endanger passengers. Retractable steps are working correctly.
3. All seats to be manufacturer's original design (unless rotating seat fitted) – should all match, be securely fitted, and be free from dirt, burns, stains, holes or tears. Any seats that are designed to retract when not in use do so automatically.
4. All seat belts should be clean, undamaged and in good working order, retracting automatically when not in use. All anchorage point covers should be properly fitted and match original trims.
5. For PSV vehicles, the emergency exit hammer should be present and readily accessible.
6. First aid kits must be present, in good condition, fully stocked and easily accessible
7. The fire extinguisher is of the correct type (i.e. must contain water or foam and be marked with BS5423 or EN3 and have a minimum fire rating of at least 8A or 218); must be easily accessible and is in a good condition and not discharged.
8. All interior panels should be clean, securely and properly fitted and match original trims.

9. Flooring should be as manufacturer's original specification, clean with no stains, damage or holes and securely fitted.
10. All ventilators, windows and roof hatches (if applicable) are securely fitted and work correctly.
11. Interior lights are all present and in proper working order with appropriate covers securely fitted.
12. More than half of the vehicle's ventilation system is operational. De-mister equipment works effectively.
13. All vehicle instruments, including the PDA, two way radio and/or taximeter shall be secured within the vehicle and contained within a mounted bracket affixed to the vehicle and suitable for the purpose of preventing the instrument to travel round the vehicle in the event of an accident.
14. All dashboard warning lamps work correctly.
15. Engine interior covers are present (applies to PSV vehicles) and in a condition that does not allow fumes to enter the passenger compartment.
16. Accessory covers to be securely fitted and match original trim.
17. Overhead lining to be clean, free from stains, holes and tears and be as originally fitted.
18. All window winder handles to be as originally fitted, clean and easy to operate. Where electric window openers are fitted, each window should be capable of being opened by the passenger.
19. All door handles and arm rests to be secure, clean and as originally fitted.
20. Brake, clutch and accelerator pedal rubbers to be fitted and in good condition.
21. The inside of the vehicle should be free from loose or trailing wires.
22. The boot/luggage space should be tidy with a clean, unstained carpet/cover to manufacturer's specification. All panelling should be secure, clean and in good condition.
23. In hatchback vehicles the boot cover should be to original specifications, in good condition with both lifting straps fitted.
24. Where the vehicle is an estate car or does not have a fully segregated luggage compartment, a grille or similar guard sufficient to prevent luggage carried in the rear compartment from coming into contact with passengers in the vehicle shall be fitted.

25. Gear levers gaiters (where fitted) should be to manufacturer's specification, in good condition and properly fitted.
26. A rear-view mirror must be securely fitted, properly aligned and in good condition with no broken or damaged glass or fittings and free from obstructions (stickers etc.)
27. All manufacturers fittings should be as original (i.e. speaker covers etc.).
28. Window locks and handles, where provided by the manufacturer should be in good working order.
29. Horn unit works when operated and is easily accessible from the Driver's seat.

ANNEX B

CODE OF GOOD PRACTICE FOR DRIVERS AND PASSENGER SUPERVISORS

1. This Code of Good Practice does not relieve the Contractor of any statutory requirements and seeks to supplement any statutory requirements. For the avoidance of doubt, the Services must be carried out in accordance with all applicable legislation and any amendment thereto. Failure to meet these standards could constitute a breach of agreed service and may result in Performance Points being issued or, in extreme circumstances, the Contract being terminated.
2. This Code of Good Practice will be reviewed annually, or when changes to legislation dictate. Any changes will be notified to the Contractor and a new Code of Good Practice issued appropriately.
3. Where the Contract is for the provision of Home to School Transport, Special Education Needs Transport, the Contractor must ensure that all relevant staff are provided with a copy of, and observe all the provisions of this 'Code of Good Practice for Drivers and Passenger Supervisors'. Failure to do so, or breaches of the Code, will constitute a breach of this specification and may incur contract performance points as detailed in the Terms & Conditions.
4. Drivers and Passenger Supervisors must be aware that, although the service users they are carrying may have Special Education Needs or other additional medical or learning needs and may encounter difficulties, they are not necessarily helpless and should be afforded every opportunity to help themselves in the first instance.
5. Drivers / Passenger Supervisors should not patronise or talk down to passengers; they may in fact understand a lot more than they seem to.
6. Drivers and Passenger Supervisors must behave professionally and politely at all times, avoid inappropriate physical contact with passengers, and never use language or behaviour which is offensive or threatening. Always treat passengers in a manner suited to their age and abilities, details of which will be provided by the Council to all Contractors.
7. Drivers and Passenger Supervisors should always work where appropriate as a team to ensure passengers' journeys are as comfortable and as safe as possible. The Passenger Supervisors role is to ensure the safety and wellbeing of the passengers, and deal with any problems, so that the Driver can concentrate on driving and is not distracted. The Passenger Supervisor should take a seat in the rear of the vehicle, in order to see the passengers and attend to their needs during the journey, but be prepared to help the Driver as required, particularly when reversing the vehicle. When the Passenger Supervisor leaves the vehicle to assist passengers to/from the vehicle, the Driver should as far as is practicable ensure the safety and wellbeing of the passengers remaining on

the vehicle. Drivers must never leave vehicles with passengers unattended on board.

8. Drivers or Passenger Supervisors must assist any passengers in boarding and alighting from the vehicle.
9. Drivers and Passenger Supervisors must dress appropriately at all times. You may have to move some passengers in accordance with the health and safety requirements. Always take care when moving passengers and follow appropriate moving and handling guidelines. (If necessary, seek advice from school or establishment staff about how best to move particular passengers).
10. Drivers and Passenger Supervisors must not smoke whilst driving / working on any specified service / route or during the waiting period at the appropriate establishments (this includes e-cigarettes). Drivers and Passenger Supervisors must not permit other occupants of the vehicle to smoke at any time (including e-cigarettes).
11. Drivers and Passenger Supervisors must not drink or eat in the Contract Vehicle during the operation of the journeys the subject of the Contract
12. Drivers and Passenger Supervisors must always carry their official identity badge, and identify themselves and the company they work for when picking up passengers.
13. Drivers and Passenger Supervisors should take all reasonable steps to ensure the safety of service users, be courteous and polite, clean and respectable in dress and person and behave in a civil and orderly manner.
14. Drivers and Passenger Supervisors must be prepared to co-operate with Schools/Council staff and parents/carers to resolve any problems. Drivers and Passenger Supervisors are often able to assist staff and carers by keeping them informed of any concerns about, or changes in condition or behaviour of their regular passengers. Drivers and Supervisors must alert the Transportation Section to any changes or concerns in the behaviour of their passengers.
15. All information about passengers is sensitive and confidential, and must not be discussed with anyone except the individual's family / carer, school / establishment staff or other officials. Drivers and Passenger Supervisors must gain approval from the Transportation Section before releasing any information about an individual service user.
16. As passengers leave the vehicle, Drivers and Passenger Supervisors should ensure that the passengers do not leave anything behind. At the end of each journey Drivers should check for any items of lost property left on the vehicle, and inform their employer of anything found. These may be returned to their owner on the next trip, or otherwise dealt with according to the operating company's instructions.

17. Drivers and Passenger Supervisors must not give gifts or sweets to passengers, unless otherwise directed or agreed by the Authorised Officer. Remember that giving sweets or gifts may be misinterpreted and/or cause a risk to health (e.g. food allergies).
18. Drivers and Passenger Supervisors must not have any contact with passengers except during the operation / fulfilment of the contract / route / specified service. Where there is a need for any outside contact, the Transportation Section must be informed and approval granted.
19. Isle of Anglesey County Council actively supports appropriate use of social media in official and professional life. All Contractors need to be aware that while they are working for the Council, they are representing the Council and, as such, must ensure that their use of social media is appropriate and compliant with the law. The Council has a responsibility to investigate and take appropriate action to deal with all instances involving inappropriate use of social media that are drawn to its attention. Please note that such instances may also be breaking criminal or civil law. Examples of inappropriate use of social media includes (but is not limited to):
 - (a) Behaviour that could be considered discriminatory against, or bullying or harassment of, any individual, for example by: making offensive or derogatory comments relating to sex, gender reassignment, race (including nationality), disability, sexual orientation, religion or belief or age; posting images that are discriminatory or offensive or links to such content;
 - (b) Breach of confidentiality, for example by: revealing confidential or sensitive information about the Service User
 - (c) Breaching the privacy of service users or other people whose personal data is held by the Council, through sharing of their personal data in contravention of the Data Protection/GDPR Principles;
 - (d) Conduct which brings the Council into disrepute, for example by: criticising or arguing with customers online; making abusive or defamatory comments about individuals or other organisations or groups; or posting images that are inappropriate or links to inappropriate content;
 - (e) Breaching copyright, for example by: using someone else's images or written content without permission; or failing to give acknowledgement where permission has been given to reproduce something
20. Where Contractors are in receipt of offensive, unacceptable content via social media in a work context, this should be reported to the Council immediately. Offensive or threatening posts received on personal, private social media accounts should be reported to the Council and the police.
21. Drivers must ensure that they always have sufficient fuel to complete the contracted journey(s).

22. Drivers must drive the vehicle in a safe and considerate manner. Always drive with due care and attention, especially approaching pick up points, and avoid sharp braking. Drivers should approach each stop slowly and with care, keeping the doors closed until the vehicle has been brought to a complete standstill.
23. Unless instructed otherwise, always pick up and set down passengers on the correct side of the road; never stop on the offside of the road and allow Service Users to alight into the roadway.
24. When parking on a hill and using a tail lift ensure the vehicle is pointing downhill to assist the Passenger Supervisor in controlling the wheelchairs.
25. If you have to reverse the vehicle, use extreme caution and get adult assistance if available. If passengers get on or off at the reversing point, ensure that they are on board the vehicle whilst reversing. Always use the reversing horn/bleeper if fitted. If a Passenger Supervisor is available they should stand outside the vehicle to ensure no-one approaches the vehicle during the manoeuvre.
26. When picking up passengers from their homes, the Passenger Supervisor should:
 - a) Identify him/herself and the employing Contractor;
 - b) Establish the identity of the passenger(s);
27. In the case of Children's Services' Service Users, the Passenger Supervisor should:
 - a) Secure the premises on departure if directed to do so by the Officer in charge or their representative;
 - b) Assist the passenger(s) as requested to transfer on the vehicle;
28. On arriving at a School / College / Children's Services establishment the Passenger Supervisor must assist the passengers, as requested, to enter the establishment, and report their arrival to the Head-teacher/ Officer-in-charge or their representative. In the event of early arrival at a school or establishment for any reason, passengers must not, under any circumstances, be left unattended.
29. Drivers must observe speed limits at all times, especially when within school grounds or within Children's Services premises.
30. When picking up passenger(s) from a School / College / Children's Services establishment, the Passenger Supervisor must:
 - a) Identify him/herself and the employing Contractor to the Head-teacher/Officer-in-charge or their representative;
 - b) Establish the identity of the appropriate passenger(s) from the Head-teacher/Officer-in-charge or their representative;
 - c) Assist the passenger(s), as requested, to transfer on to the vehicle.

31. Before moving off, Drivers should make sure that the doors are fully closed and that nothing is caught in the mechanism of the door from the inside or outside. Drivers should check the nearside mirror every time in case late-coming passengers attempt to board. In addition, Drivers must make absolutely sure that all passengers who have alighted are well clear of the vehicle. Under no circumstances are passengers allowed to operate doors themselves.
32. When returning a passenger to his/her home, the Passenger Supervisor should assist the passenger, as requested, to leave the vehicle and transfer him/her to the custody of a parent or other responsible adult. In the case of Children's Services Service Users, the Passenger Supervisor should open the premises if directed to do so within the route requirements
33. Passengers / service users remain in the care of the Driver / Passenger Supervisors until the Driver / Passenger Supervisor can confirm that they are in the care of the responsible adult.
34. If there is no one available to receive the passenger, the passenger must not be left unattended, and should use the contact numbers provided with the route information to make contact with the responsible adult. If this is not possible, the Council's Transportation Section must be contacted and advised. If contact is not possible, the passenger should be taken to the nearest police station. If this is not possible, the Council's intake and assessment team should be contacted, and arrangements made for the transfer of the care of the passenger. Children must not be left alone or in the care of any person other than their parent, guardian, registered carer or member of the school staff duly authorised by the Head Teacher.
35. The Passenger Supervisor must:
 - a) Care for the passengers whilst they are on the vehicle, recognising and taking account of physical and mental conditions. This includes using appropriate language and behaviour;
 - b) Ensure that passengers are seated securely in the vehicle, using seat belts/harnesses and wheelchair clamps and restraints as appropriate;
 - c) Report to the Head-teacher / Officer-in-charge / Parent / Guardian any significant change in the condition or behaviour of any of the passengers observed on the vehicle;
 - d) If required, record the attendance/absence of passengers on daily pocket book provided by the Council;
 - e) Make sure passengers board and alight safely, and at the appropriate stop; keep all doors closed until the vehicle is at a standstill; and do not allow Service Users to open doors themselves. Always be prepared to assist passengers in boarding and alighting from the vehicle. Personally ensure that all doors are properly closed before moving off, and that the area around the vehicle is clear.
 - f) Ensure that all passengers are seated comfortably and that all restraints, harnesses and seat belts are secured. Please give any necessary assistance in fixing seat belts or harnesses. Ensure that passengers in

wheelchairs (or special seats) are secure, with both the wheelchair/seat and the occupant separately restrained. As far as possible, you should ensure that all passengers remain seated whenever the vehicle is moving, and do not allow them to talk to or distract the Driver except in an emergency.

- g) Check that passengers never share a seat belt.
- h) Make sure that all luggage, folded wheelchairs, equipment etc. is safely stowed and secured, and that all gangways and emergency exits are kept clear.
- i) On vehicles where there is no Passenger Supervisor the Driver must as far as is reasonably practical carry out the duties detailed above.

36. From time to time you may be asked to pass messages or medication between home and school/centre. These should be labelled with the Service User's name, and preferably carried in a sealed envelope or container. Make sure these are handed over to a responsible member of staff on arrival. Do not discuss Service Users with anyone else in the presence of themselves or other passengers.

37. On vehicles with less than 9 passenger seats which are fitted with childproof rear door locks, it is the Driver's responsibility to ensure that these locks are engaged on all appropriate doors of the vehicle when carrying young people with special education needs under the age of 18 or any other passenger identified through the risk assessment, unless instructed otherwise.

38. Drivers must comply with the legal requirements in regard to the wearing of seat belts. Guidance is available for the Department for Transport website www.dft.gov.uk

39. Incidents that may occur on the vehicle or during the journey must be reported immediately to the Authorised Officer. The Council will provide an incident report form, which is to be completed and submitted by the Contractor. The original is to be sent to the Authorised Officer who will investigate the incident and a copy retained by the Contractor.

40. Drivers must have a responsible attitude in due regard to the nature of the service being provided. To ensure that the Council can safeguard its Service Users, where the Council has reason to doubt the suitability of a Driver the Contractor must allow the Authorised Officer to inspect the employment file of the Driver.

41. Code of Good Practice: EMERGENCY PROCEDURES

41.1 You should be familiar with your employer's procedures for dealing with accidents, breakdowns and bad weather. In the event of an accident, or if the vehicle breaks down, it is especially important for people with special education needs that you give clear instructions to your passengers. You should never leave your passengers unattended in an emergency, as they are more likely to become confused or frightened than others in an unfamiliar situation.

- 41.2 In case of a breakdown or emergency, keep the passengers on board the vehicle, unless it is dangerous for them to do so (e.g. fire). If they have to alight, gather them together in a safe place clear of traffic, and instruct them to stay there – they should be supervised at all times. Under no circumstances should passengers be expected to assist in a breakdown.
- 41.3 Advise the Authorised Officer as soon as possible if there is a serious delay (over 15 minutes) on the route. If you are delayed by over 20 minutes, you must do this as a condition of the Contract.
- 41.4 Make sure you are familiar with the position and use of all safety equipment, including the first aid kit and fire extinguisher, that you know how to use the emergency exit(s), and can evacuate your passengers – including any wheelchair users – quickly and safely. You must also know how to manually lower any wheelchair lift in the case of a power failure.
- 41.5 If you are required to deliver a passenger into someone's care, and there is nobody at home to receive him/her, you should continue on the route and return after dropping off the other passengers. If there is still nobody at home, contact the Authorised Officer (Education: Aaron Evans: 01248 732936 / Transport: Huw Percy: 01248 752350) for instructions or in case of Children's Services, the Emergency Duty Team: Teulu Mon (Social Services): teulumon@ynysmon.gov.uk / 01248 725888 for out of hours calls Out of Hours Team: 01248 353 551.
- 41.6 The Contractor shall prohibit smoking within any vehicle used in the pursuance of this Contract (including e-cigarettes) and shall be responsible for the supply and fixing of suitable no smoking notices in prominent positions within all such vehicles. The Contractor shall use reasonable endeavour to ensure that the above prohibition is complied with.
- 41.7 The Contractor shall take all reasonable steps to ensure the safety of passengers not only whilst they are on board the vehicle but also at such times as they are boarding and alighting.

42. Code of Good Practice: INCLEMENT WEATHER

- 42.1 Drivers and Contractors may use their discretion as to whether a road is passable or not during inclement weather.
- 42.2 Drivers may also abandon a morning journey; however they must return all pupils to their pick-up point and into the care of a responsible person. When this is not possible drivers must place pupils into the care of the Head Teacher on eventual arrival at school.
- 42.3 In the event of the morning journey to school being cancelled by the

Contractor on the grounds of adverse weather, the operator will not be responsible for conveying pupils home in the afternoon. In such circumstances, parents/carers of pupils who normally travel on school transport are asked not to bring their children to school themselves.

Should parents/carers choose to ignore this advice and, at their own risk, bring their children to school, the parents/carers then become responsible for conveying their children home again at the end of the school day, or earlier, if it becomes necessary to send all pupils home and close the school due to worsening weather conditions.

