



**Passenger Transport:
Conditions of Contract
for
Passenger Transport
Services**

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with effect from April 2010

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SECTION 1

CORE CONDITIONS APPERTAINING TO ALL ELEMENTS OF CONTRACT PERFORMANCE

Definitions

1. In this Contract (the documents comprising which are hereinafter defined) the following words and expressions shall have the meaning assigned to them except where the context otherwise requires:
 - (a) "The Contractor" shall mean the sole trader; partnership or limited company named in the Form of Tender which Tender has been accepted by the Council and in the case of a Company shall include the Directors of the Company.
 - (b) "The Contract Documents" shall mean the Invitation to Tender, Form of Tender (including attachments where required in accordance with the Invitation to Tender), Specification of Service, Acceptance of Tender and these Conditions of Contract for Passenger Transport Services.
 - (c) "The Contract Price" shall mean the respective sums of money set out by the Contractor in the Form of Tender or such variation of these sums as may be provided for in these Conditions of Contract, exclusive of Value Added Tax which shall be dealt with in accordance with the regulations relevant thereto for the time being.
 - (d) "The Council" shall mean Durham County Council, normally acting through its Corporate Director of Regeneration and Economic Development or its other duly authorised officers or agents.
 - (e) "The Service" shall mean the passenger transport service which is to be provided under this Contract.
 - (f) "The Tender" shall mean the Tender made by the Contractor and accepted by the Council.
 - (g) "Vehicle" shall mean a Vehicle being used by the Contractor in the performance of this Contract.
 - (h) "Term" shall mean each and every term, clause, condition, warranty and/or requirement contained in the Contract Document.

General

2. (a) This Contract is made subject to these conditions (or such exceptional conditions as may be stated in the Specification of Service to apply to that particular service) and if these conditions differ in any respect from conditions on any letters, forms or other documents tendered by the Contractor then these conditions shall prevail.
- (b) The headings to these Conditions shall not be deemed to be part thereof and shall not affect the construction or interpretation of the same.
- (c) Any requirement detailed in the tender specification is to be read with and forms part of the Conditions of Contract.
- (d) Except as provided for by these Conditions, the Contractor shall at his own expense at all times conform in all respects with the provision of any Act of Parliament General or Local or any Statutory Rules or Orders affecting the whole or part of the subject matter of the Contract or any work to be done in relation thereto.
- (e) Should any condition contained within this Contract be deemed illegal by a Court of Law it will not affect the operation of the remaining Conditions of Contract.

Duration and Termination of Contract

3. The Contract to which these Conditions relate is made between the Council and the Contractor.

The Contract is for the period stated in the specifications unless varied or terminated by the giving of the relevant period of notice as stated in Section 2 (Condition 1), Section 3 (Condition 1) and Section 4 (Condition 11), or the Contract is terminated by the Council without notice as permitted by Section 1 (Condition 6).

4. The Council may at its discretion extend the period of Contract by up to a maximum of 2 years, to a maximum contract duration of no more than 5 years duration. If the Contract is extended under this provision the contract price will be subject to the annual review process in this Contract.
5. Where a Contractor does not give the appropriate period of notice as required by the Contract, the Contractor will be charged any excess costs which the Council incurs in fulfilling the Contract by an alternative Contractor as arranged by the Council for the period of notice.

6. The Council may at any time terminate or at their option rescind the Contract forthwith on the happening of any of the following events:-
- (a) The Contractor has failed to comply with any Term of the Contract.
 - (b) The Contractor has failed or ceased to perform its duties under the Contract to the Council's reasonable satisfaction.
 - (c) Industrial action by Contractors employees has prevented the contract from being fulfilled.
 - (d) Upon the bankruptcy of the Contractor or upon a receiving order being made against the Contractor or the Contractor presenting a petition in bankruptcy or upon the Contractor making any agreement with or assignment in favour of his creditors or (where the Contractor is a company) upon an order being made by the Court to wind up the company or upon a receiver being appointed or upon the company going into liquidation except voluntary liquidation for the purposes of reconstruction.
 - (e) The Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Council or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Council the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 or 1916, or shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972.
 - (f) The Contractor when tendering:
 - (i) Fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person on or before the hour and date specified for the return of this Tender; or
 - (ii) Communicated to a person other than the Council the amount or the approximate amount of his/her Tender (except where the disclosure in confidence of the approximate amount of his/her Tender was essential to

obtain insurance premium quotations required for the preparation of his/her Tender); or

- (iii) Entered into an Agreement with any other person whereby that other person would refrain from tendering or entered into an Agreement as to the amount of any Tender to be submitted; or
 - (iv) Offered or paid or gave or agreed to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing described in paragraphs e(i), (ii) or (iii) above.
- (g) The Contractor provides a service to the Council under a different contract to this one and that contract has been terminated without notice by the Council.
- (h) Where a contract is terminated forthwith payment will be made up to the date of termination.
7. The Council shall be entitled to recover from the Contractor the amount of any loss which the Council may sustain by reason of such termination or rescission.
8. Where a contract has been terminated with or without notice by the Council, the Council may in its sole discretion not engage the Contractor in any further contract arrangements and/or enter into further contracts with the Contractor for a minimum period of 3 months from the date of termination.

Receipt of Notices

9. Where under this Contract a period of notice to terminate a contract is to be given, notice to the Contractor shall be deemed to be sufficiently served if delivered at or sent by prepaid Recorded Delivery service post to the Contractor's usual or last known place of abode or business. Any notice to the Council shall be deemed to be sufficiently served if delivered at or posted by prepaid Recorded Delivery to the Passenger Transport, Regeneration and Economic Development, County Hall, Durham DH1 5UQ. In every case a notice must state clearly the contracts or contracts to which the notice refers. The Contractor must obtain a receipt for any notice which is delivered by hand to the Council.

Suspension of Contract

10. Where it is necessary to suspend the operation of a contract whilst an investigation centred on an employee of the Contractor is undertaken, payment, if any, for the period of suspension will be determined by the Council upon the outcome of the investigation.

Annual Price Review

11. (a) The Contract price shall be reviewed annually by the Council with effect on and from the first Sunday in August each year (subject to the first review being not less than 5 months after the start of the Contract in the case of Public Transport Services and being not less than 6 months in the case of contract hire arrangements for Home to School and Social Care passenger contracts). At each review the Contract price shall be increased or decreased as appropriate in line with the change (if any) in Bus Operating Costs between the start of the Contract and the first day of April preceding the review date.
- (b) The review shall not take into account any changes in fares revenue during the course of the Contract.
- (c) For the purpose of this clause, Bus Operating Costs shall mean the average cost of operating local bus services in County Durham, including overheads (but not asset replacement costs) and including any grants which apply to bus operations, as determined by the Council by reference to appropriate facts and statistical indices. Contractors shall be required to supply any data about operating costs which the Council may reasonably require for the purpose of assessing Bus Operating Costs.

Force Majeure

12. If the Contractor is unable on any occasion and for reasons beyond his control (e.g. inclement weather, sickness of passengers, strikes, lockouts or any other industrial action involving school staff (teaching or non-teaching) or staff engaged at Day Centres or Social Care Establishments, but excluding industrial disputes involving the Contractor's employees) to fulfil entirely his contractual obligations he must forthwith notify such inability to the Passenger Transport, Regeneration of Economic Development, County Hall, Durham Tel. 0191 3725397. In respect of such parts of the Contract as the Contractor is accordingly unable to perform the Contractor shall be entitled to:
 - (a) for the first day full payment;
 - (b) for 4 subsequent days 50% payment;

- (c) thereafter no payment at all until the re-commencement of the operation.

The Contractor shall only be entitled to payment as indicated above if he notifies the Council, by telephone on the first day of non-performance and by no later than the third day of non performance.

Payment

- 13. (a) Subject to conditions 10, 11, 12 and other relevant Conditions in Sections 2, 3 and 4 the Contractor shall be paid the Contract price for the journeys travelled. In relation to Home to School and Social Care passenger contracts the Contractor shall not be entitled to any payment in respect of school/Day Centre or Social Care Establishment holidays.
- (b) Where a school/Day Centre or Social Care Establishment is temporarily closed for any reason outside the normal holiday calendar, including Professional Development Days, the Contractor will be given no less than three weeks' notice regarding the closure. No payment will be made in respect of closures where the appropriate period of notice has been given by the Council.
- (c) The Council shall be entitled to set off any money payable under this Contract against any money due under this Contract.

Invoices

- 14. The Contractor shall submit invoices to the Passenger Transport, Regeneration and Economic Development, County Hall, Durham DH1 5UQ, as identified in Sections 2, 3 and 4.

Payment will not be made to any person or third party other than the signatory of this document or the company account.

Vehicles

P.S.V. Operator Licence

- 15. (a) Any vehicle adapted for carrying more than 8 adult passengers shall be operated under a Public Service Vehicle operators licence and shall display a valid disc. The Contractor shall have and keep in force a Public Service Vehicle Operator's Licence as required by statute which permits the operation of the contract and shall produce the licence at any reasonable time for inspection by the Council.

- (b) If the Traffic Commissioner calls a Public Inquiry regarding the Contractor's Operator's Licence, the Contractor shall inform the Council as soon as the Contractor receives official notification of the Inquiry and shall supply such copies of any relevant documents relating to the Inquiry as may reasonably be required by the Council. Failure to notify the Council will be considered to be a breach of contract.
- (c) The Specification of Service may specify special requirements for liveries or branding of the vehicle(s) used on the Contract. With this exception all other vehicles used to operate the Service shall be in the recognised livery used by the Contractor, which must enable intending passengers to identify the vehicle. The livery shall not include any sign writing or images on the front which interfere with or distract attention from the display of the journey's destination and the service number. A plain white livery will not be accepted as sufficiently identifying the vehicle. A special advertisement livery covering the whole of the vehicle is not acceptable.
- (e) Visual presentation of the vehicle must be acceptable to the Council. Must be painted and presented in a good condition
- (f) Portable steps: must be agreed by the Council. An inspection by an officer must be carried out and the type of step used must be agreed.

Hackney Carriage and Private Hire Licences

- 16. (a) Any vehicle designed or adapted to carry not more than 8 adult passengers shall be licensed as a hackney carriage or private hire vehicle and display the appropriate authorisation plate as issued by the Licensing Authority.
- (b) Vehicles of 8 passenger seats or less used to operate registered local bus services shall be licensed as hackney carriage with the appropriate Licensing Authority. Vehicles of 8 passenger seats or less used to operate shared hire car services shall be licensed as hackney carriage or private hire vehicles with the appropriate Licensing Authority.
- (c) The use of vehicles designed or adapted to carry not more than 8 adult passengers, operated under the provision of Section 265 of the Transport Act 2000 will not be permitted in the performance of the Contract.
- (d) The Specification of Service may specify special requirements for liveries or branding of the vehicle(s) used on the Contract. With this exception all other vehicles used to operate the Service shall be in the recognised livery used by the Contractor, which

must enable intending passengers to identify the vehicle. The livery shall not include any sign writing or images on the front which interfere with or distract attention from the display of the journey's destination and the service number. A plain white livery will not be accepted as sufficiently identifying the vehicle. A special advertisement livery covering the whole of the vehicle is not acceptable.

- (e) Visual presentation of the vehicle must be acceptable to the Council. Must be painted and presented in a good condition
- (f) Portable steps: must be agreed by the Council. An inspection by an officer must be carried out and the type of step used must be agreed.

Specifications and Standards on Vehicle Use

17. Any vehicle used to fulfil a contract must comply with the following conditions:
- (a) The Contractor shall maintain all vehicles in a safe and roadworthy condition and as a minimum shall comply with all statutory requirements applying to the use of the vehicle.
 - (b) All vehicle operations on the contract must display on the bodywork markings which in the view of an officer of the Council indicate clearly to passengers which individual or business organisation owns and/or operates the vehicle, where the Licensing Authority permits such a display.
 - (c) Only vehicles which have access from the near side may be used on contract. Where a vehicle has a rear door, this must not be used by passengers other than for exit in an emergency and access/exit for wheelchair passengers.
 - (d) All minibuses, that is vehicles of between 9 and 16 passenger seats, and vehicles designated as coaches must have forward or rearward facing seats only and be fitted with seat belts on all passenger seats.
 - (e) In relation to any vehicle of between 9 and 16 passenger seats, the Contractor must when requested to do so by the Council, produce a 'Certificate of Initial Fitness' issued, by the PSV Certification Officer at the Vehicle Inspectorate Testing Station, in respect of that vehicle.
 - (f) In the case of PSV vehicles, all vehicles must be fitted with audible reversing alarms.

- (g) All vehicles of 20 passenger seats or more must be fitted with power doors which must only be operated by the driver. For those vehicles of under 20 passenger seats not fitted with a power door, the driver or Passenger Assistant must be responsible for opening and closing of doors. Passengers must not be permitted to operate vehicle doors, except in the case of an emergency.
- (h) All vehicles used in the performance of the Contract shall be adequately clean (inside and out) at all times. This requirement will normally be met if vehicles are swept daily and washed regularly.
- (i) Child safety locks must be used on the rear passenger doors of vehicles designed or adapted to carry not more than 8 adult passengers.
- (j) All vehicles used on Contract must have some means of communication either by two way radio or mobile telephone, to be provided by the Contractor.
- (k) Where vehicles with tinted windows are to be used to fulfil the Contract such vehicles require the prior approval of the Council. Vehicles with heavily darkened windows will be prohibited by the Council.
- (l) In the case of vehicles adapted for the carriage of wheelchair passengers:
 - (i) All adapted vehicles used for the carriage of wheelchair passengers must be appropriately licensed as PSV, hackney carriage or private hire vehicles and undergo, prior to the commencement of the contract, independent of any other mechanical check, an annual inspection each year by the Council's Vehicle Inspection Team as determined by the Council.
 - (ii) The Council will meet the cost of the vehicle inspection carried out by the Council's Vehicle Inspection Team based at Service Direct. Should a vehicle fail inspection, the cost of the inspection and any re-inspection will be met by the Contractor.
 - (iii) In the event that a Contractor cannot make an appointment, at least 24 hours notice of this should be given to the Passenger Transport, County Hall, Durham by telephoning 0191 3725363. In the event that such notice is not given and the Contractor misses the inspection, the vehicle shall, at the Council's sole

discretion, be deemed to have failed the inspection(or re-inspection).

- (iv) Where an appointment is made with Service Direct for a vehicle to be inspected and the Contractor fails to be present the vehicle at the appointed time, the Contractor will be responsible for the cost of the inspection fee and the vehicle shall be deemed to have failed the inspection.
- (v) Where a vehicle fails to meet the Council's required standard, the vehicle must not be used on contract until it undergoes re-inspection by the Council and meets the required standard. Failure to provide an alternative suitable vehicle during the period prior to the re-inspection, may result in the termination of contract.
- (vi) The Council will expect the vehicle to be presented for re-inspection by no later than 5 working days from the original inspection date. Where a vehicle fails to meet the Council's required standard on re-inspection the Contract will normally be terminated without notice, unless an alternative suitable vehicle can be provided. For the avoidance of doubt, there will usually only be one re-inspection.
- (vii) All adapted vehicles where used for the carriage of wheelchair passengers shall be suitably fitted for the carriage of wheelchairs.
- (viii) All tail lifts and ramps must meet the legal requirements. Tail Lifts and/or ramps will be tested when the vehicle is presented for inspection.

Tail Lifts:

Should be constructed, maintained and operated in accordance with:

Prior to and throughout the contract period, all passenger related vehicles encompassed within this contract, including their ancillary operational equipment (Ramps & Tail-lift appliances) MUST comply in all respects with current Construction & Use Regulations, Transport, Health & Safety Legislation. In addition, the operator must be able to demonstrate and present evidence of certification, (where necessary & requested), including certified approval and compliance associated to the The Provision and Use of Work Equipment Regulations 1998 (PUWER) and Lifting Operations and Lifting Equipment Regulations 1998 (LOLER), whilst remaining vigilant and conscious to any future & pending legislation amendment update.

Therefore, Tail-Lifts should be constructed, installed, maintained and operated in accordance with: European Standard (C.E.) PREN 1756 – as amended and meet full compliance with the following: Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) as amended (stated above) and The Provision and Use of Work Equipment Regulations 1998 (PEWER) as amended (as above).

Ramps

Must be designed and engineered for the purpose of wheelchair access to an adapted vehicle, used in accordance with manufacturers' guidance and must be stowed safely and securely when not in use.

Only a solid ramp of a gradient as specified below or tail lift vehicle can be used on a contract where an electric wheelchair is being conveyed.

In addition, full compliance and specific guidance with: DIRECTIVE 2001/85/EC and 97/27/EC reference Section 13.2.2002, page L42/96, sub para 3.11.4 Ramp, in relation to:

- 3.11.4.1 General provisions
- 3.11.4.1.1 The ramp shall only be capable of operation when the vehicle is at standstill.
- 3.11.4.1.2 Edges on the outside shall be rounded to a radius of no less than 2,5mm. Corners on the outside shall be rounded to a radius of not less than 5mm.
- 3.11.4.1.3 The ramp shall be at least 800mm wide. The slope of the ramp, when extended or folded out on to a kerb of 150mm in height, should not exceed 12%. A kneeling system may be used to achieve this test.
- 3.11.4.1.4 Any ramp which when ready for use exceeds 1200mm in length shall be fitted with a device to prevent the wheelchair rolling off the sides.
- 3.11.4.1.5 Any ramp shall be capable of operating safely with a load of 300kg.

- (ix) Where a contract requires the carriage of a passenger seated in a wheelchair, the Contractor must ensure that whilst in transit, the wheelchair is at all times appropriately secured, as specified by the manufacturer, and a safety restraint provided for the passenger throughout the journey (the wheelchair posture belt will

not suffice). It is the Contractors responsibility to carry out a risk assessment, so as to ensure that the wheelchair is transportable with a seated passenger and that appropriate wheelchair and passenger restraints are used for the type of wheelchair being carried as specified by the manufacturer. Advice and guidance **must** be sought from the Passenger Transport on restraint equipment.

- (x) Any equipment, such as folding wheelchairs or walking frames must be secured when carried in the vehicle.
- (xi) The Contractor must be familiar with all relevant legislation appertaining to the carriage of wheelchairs and wheelchair passengers.

Non Compliance, Vehicle Defect and Operation Failures

18. The Council will record instances of non-compliance, identified vehicle defect and operational failures. This information may be taken into account when future contracts, both temporary and permanent are awarded. The information may also be used to determine decisions on the continuation of the operation of the current contract.

Safety and Accidents

19. (a) Passengers must not be allowed to enter or leave the vehicle while it is in motion.
- (b) Should pupils or Social Care passengers be seen standing during the journey, the driver must instruct the pupil or Social Care passenger to reoccupy their seat. Pupils or Social Care passengers failing to adhere to this instruction should be reported to the Council.
- (c) The Contractor shall take all reasonable steps to ensure the safety of passengers not only whilst they are aboard the vehicle but also at such times as they are entering, leaving, boarding or alighting. Any accident which occurs while performing the Contract which may or may not result in injuries to any passenger must be reported immediately to the Passenger Transport (Tel 0191 3725397) where a member of staff will offer further guidance. A written report giving full details of the accident shall be supplied within two working days.

In addition, any accident involving a pupil, details should also be notified immediately to the Head Teacher of the pupil's school. In the case of a Social Care passenger details should be notified immediately to the Manager of the Social Care centre or

establishment.

Seat Belts

20. All vehicles must comply with the statutory requirements relating to the installation and use of seat belts.
- (a) It is a requirement of this Contract that all seats on mini-buses and coaches must be forward or rearward facing and be fitted with seat belts. A mini-bus is defined as a vehicle with 9 to 16 passenger seats and a coach as a vehicle with more than 16 passenger seats, over 7.5 tonnes maximum gross weight and with a maximum speed in excess of 60 mph.
 - (b) All vehicles designed or adapted to carry 8 passengers or less shall have forward or rearward facing seats and seat belts installed which meet British Safety Standards for each passenger to be carried.
 - (c) Drivers must ensure that all passengers in vehicles designed or adapted to carry 8 passengers or less wear their seat belts throughout the journey. Failure by passengers to comply must be reported to the Council.
 - (d) Drivers of vehicles of 9 or more passenger seats shall comply with the statutory requirements regarding the wearing of seat belts by passengers.
 - (e) All passengers seated in the front seat of vehicles of 16 seats or less shall be provided with a 3 point lap and diagonal seat belt.
 - (f) In the case of disabled passengers the Contractor must ensure that in addition to the wearing of seat belts where special harnesses have been issued by the Council these must be worn on all journeys.

Illegal Fuel

21. The contract shall be terminated forthwith if the Council receives confirmation from either the Police or Customs and Excise Officials, that the Contractors' vehicle has been found to have been using illegal fuel, where appropriate excise duty has not been paid.

CCTV Installation

22. Where a Contractor's vehicle has been fitted with CCTV, the Contractor must ensure that he/she fulfils all legal requirements appertaining to the use of such equipment.

Drivers

23. (a) The Contractor's drivers must be competent and appropriately trained and behave in an appropriate and professional manner in relation to the operation of the contract. The Council, where appropriate, exercises the right to ask for the exclusion of drivers from contracts.
- (b) Drivers must be licensed with the appropriate Authority in respect of the vehicles they drive to fulfil the obligations of the Contract. Drivers must hold a PSV driving licence where appropriate, and in the case of drivers of hackney carriage or private hire vehicles, they must hold an appropriate 'Hackney Carriage' or 'Private Hire' vehicle driver's licence, as issued by the appropriate Licensing Authority. Drivers must produce their licence whenever requested to do so as proof that they are appropriately licensed.
- (c) Any driver having previously been disqualified must be declared to the Council and may only be used on the Contract at the Council's discretion.
- (d) Requirements for drivers in connection with Criminal Background Checks and Independent Safeguarding Authority checks are detailed in Section 2 (Condition 8) of this document. In addition, the Council requires notification of any alteration to a driver's circumstances which may bring into question whether they are a fit and proper person to continue engagement on contract.
- (i) The driver must notify the Council of being charged with, convicted of, or investigated in connection with any criminal offence.
 - (ii) Notify the Council on the acceptance of a fixed penalty notice or caution, or receiving an ASBO.
 - (iii) The driver must inform the Council in writing of any motoring fixed penalty endorsement received, within 7 days of receiving the endorsement.
 - (iv) The driver must inform the Council of any road traffic incident in which they are involved as a driver.
- (e) Drivers must comply with their duty to disclose relevant medical conditions to the DVLA as identified in DVLA – Document D100. The Council requires that the driver notify to the Council of the

outcome of the disclosure of such a medical condition to the DVLA

- (f) Where the Council has reasonable grounds to believe that a driver is unfit to carry out the required duties of the Contract, the Council reserves the right to require the driver to undertake a medical examination at the Contractor's expenses.
- (g) Drivers must wear smart and appropriate clothing and safe and appropriate footwear for driving, moving and handling activities.
- (h) Drivers on Home to School and Social Care transport contracts must wear identification badges which show the driver's photograph. The badge will be issued by the Council only upon receipt of a satisfactory criminal background check. At the Contractors' expense two passport sized photographs of each driver engaged on school transport contracts must be provided to the Council to facilitate the issue of an identity badge. Badges must be worn on all journeys throughout the duration of the Contract.
- (i) Drivers must not consume alcohol prior to or during the operation of the contract. This also applies to consuming alcohol at lunchtime prior to operating afternoon journeys.

Passenger Assistants

24. (a) Passenger Assistants must be competent to the satisfaction of the Council to undertake the duties required of them. Passenger Assistants must behave in an appropriate and professional manner in relation to the operation of the contract. The Council, where appropriate, exercises the right to ask for the exclusion of Passenger Assistants from contracts.
- (b) Requirements for passenger assistants in connection with Criminal Background Checks and Independent Safeguarding Authority checks are detailed in Section 2 (Condition 8) of this document. In addition, the Council requires notification of any alteration to a passenger assistant's circumstances which may bring into question whether they are a fit and proper person to continue engagement on contract.
- (i) The passenger assistant must notify the Council of being charged with, convicted of, or investigated in connection with any criminal offence.
 - (ii) Notify the Council on the acceptance of a fixed penalty notice or caution, or receiving an ASBO.

- (c) Passenger Assistants are responsible for the care and supervision of pupils or Social Care passengers in their charge, including the safe handing over to a member of staff at the school, centre/establishment. The Passenger Assistant must be competent to care for and supervise the pupils and Social Care passengers, taking into account any disabilities they may have and should ensure that good behaviour is maintained during journeys. This is a significant responsibility and great care should be taken by the Contractor in the selection of Passenger Assistants to ensure the suitability of staff.
- (d) Where the Council has reasonable grounds to believe that an Passenger Assistant is unfit to carry out the required duties of the Contract, the Council reserves the right to require the Passenger Assistant to undertake a medical examination at the Contractor's expense.
- (e) In order to ensure that Passenger Assistants are best able to give assistance they should not travel in seats at the front of the vehicle unless agreed by the Council.
- (f) Passenger Assistants must wear smart and appropriate clothing and safe and appropriate footwear for moving and handling activities.
- (g) Passenger Assistants on Home to School and Social Care transport contracts must wear identification badges which show the Passenger Assistant's photograph. The badge will be issued by the Council only upon receipt of a satisfactory criminal background check. At the Contractors' expense two passport sized photographs of each Passenger Assistant engaged on Home to School and Social Care transport contracts must be provided to the Council to facilitate the issue of an identity badge. Badges must be worn on all journeys throughout the duration of the Contract.
- (h) Passenger Assistants are required to attend an approved course of training arranged by the Council, the cost of such training to be met by the Contractor. The course fee of £45.00 per Passenger Assistant will be charged to the Contractor. This sum may increase at the discretion of the Council during the period of the contract.
- (i) The Council reserves the right to terminate a Contract where an Passenger Assistant has not attended the course of training when requested to do so. The Passenger Assistant must attend the training course within 6 months of being engaged on contract.

- (j) The Council at its discretion may require an Passenger Assistant to undertake further training where necessary and appropriate.
- (k) Passenger Assistants must not consume alcohol prior to or during the operation of the contract. This also applies to consuming alcohol at lunchtime prior to operating afternoon journeys.

Training for Drivers and Passenger Assistants

25. In specific circumstances, that require special training, the driver/passenger assistant shall attend training. They should also attend seminars on subjects related to their duties in connection with the contract. Contractors are obliged to ensure that where appropriate and when requested to do so, drivers and Passenger Assistants in their employment participate in such training. A charge may be made to the Contractor for such training courses.

Smoking

- 26. (a) Smoking by drivers or Passenger Assistants is prohibited during the performance of the Contract.
- (b) The prohibition extends to the period while the vehicle is parked on the school or Social Care centre/establishment. No smoking is permitted on school or Social Care centre/establishment premises or designated parking areas. Failure to adhere to this condition can result in the termination of this Contract.
- (c) Where passengers smoke on contract, they must be advised by the driver or Passenger Assistant that smoking is prohibited. Where smoking by passengers persists, such actions must be reported to the Council for disciplinary action to be taken.

Age Limits

- 27. (a) Drivers and Passenger Assistants shall not be less than 18 years of age.
- (b) Drivers aged 21 years and under must be notified to the Council prior to use on contract, to seek approval on suitability and capability, which will take into an account driving experience.
- (c) Details of drivers aged 65 years and over must be notified to the Council. In the case of such drivers the Council will seek confirmation on an annual basis that the appropriate Licensing Body has renewed authorisation to the driver for either PSV, hackney carriage or a private hire purposes. Relevant

documentation from the Department of Transport and or appropriate Licensing Authority must be produced as evidence of the driver's fitness to drive. Approval for drivers aged 65 years and over to be engaged on Contract will be the subject of annual review.

- (d) The Contractor must ensure that any Passenger Assistant aged over 65 years is fit to carry out the required duties under the Contract.

Assignment

- 28. The Contractor shall not transfer, assign or sublet the whole or any part of this Contract except in an emergency and in such or any other instances only with the prior approval of the Council.

In the case of hackney carriage or private hire vehicle operators the Contractor may arrange for the execution of his obligations herein by the use of individual owner drivers subject to the following requirements and with the prior written approval of the Council.

In respect of any owner driver the Contractor must prior to the commencement of the Contract:

- (a) Provide a list of the names, addresses and vehicle registration numbers for all owner drivers executing all/part of the Contract.
- (b) Ensure that each person listed in Condition 28(a) above has received a copy of the Contract Conditions and has indicated in writing to the Contractor, their agreement to comply with those Conditions which relate to them during the course of executing the Contractor's obligations herein.
- (c) Provide the Council with confirmation that his/her public liability insurance policy has been extended (if necessary) to cover the use of owner drivers during the performance of the Contract. In cases where the Contractor's public liability insurance does not cover the owner driver, the owner driver must arrange such insurance cover in accordance with contract requirements.
- (d) Ensure that each owner driver has and maintains at least Third Party Motor Insurance with a recognised Insurer and other insurance (including Public Liability insurance) as are necessary.
- (e) Ensure that each owner driver has a full driving licence and is qualified to drive under the terms of the Contract.
- (f) Ensure that each owner driver has been issued with the appropriate private hire vehicle or hackney carriage vehicle licence and such licence remains in force.

- (g) Ensure that all vehicles used in the performance of this Contract display the name of the company to whom the Contract has been awarded.
- (h) It is the duty of the Contractor to ensure that the owner driver abides by the Contract Conditions. The Contractor must take full responsibility for ensuring that the owner driver provides documents as appropriate when requested to do so by the Council.

Indemnity by Contractor

29. The Contractor shall indemnify the Council against all claims that may be made against the Council by passengers or their parents or guardians or any passenger, employee of the Contractor or by third parties (including any damage to the property of passengers or to the property of the Contractor) arising from the Contract except where such liability is caused by the negligence of the Council.

Contractors' Insurance

30. (a) The Contractor shall forthwith with a company of repute, effect and at all times during the currency of this Contract maintain at the Contractor's expense such public liability insurance (for a sum of not less than £5 million), employers' liability insurance (for a sum of not less than £10 million per occurrence and not less than £5 million per occurrence in the case of self-employed taxi owners employing only one person), and ensure that all drivers (whether employees of the Contractor or owner drivers) engaged in the performance of the Contractor's duties herein effect and maintain such motor vehicle insurance (at least Third Party Motor Insurance with a recognised Insurer for not less than 5 million for any one accident or any one claim and unlimited cover for personal injury claims), (all limits in respect of insurance maybe increased at the Council's discretion during the period of Contract) and other insurance as is necessary to:
- (i) Cover fully any claim in respect of the death or personal injury to, or loss or damage to the property of, any person arising from the performance of this Contract, and
 - (ii) Enable at all times indemnification of the Council in the manner and to the extent specified in Condition 29.
- (b) The Contractor shall:
- (i) Give the Council the name and address of his insurers.

- (ii) Give the Council full permission to communicate with the insurers if they so desire, to satisfy themselves that a full and proper insurance is in force.
- (iii) Present, if called upon by the Council so to do, his policy or policies of insurance for inspection.
- (iv) Identify the registration numbers of all vehicles to be used on Contract, the frequency of payment arrangements in relation to insurance provision and the expiry dates of both Motor Vehicle and Public Liability insurances.
- (v) Before engaging an owner driver to perform any of his duties herein, confirm whether or not such a driver is included within the terms and conditions of his Public Liability insurance policy, and therefore covered by that policy to the extent required by Condition 30(a)(i) and (ii) above. Where the cover does not extend to the owner driver, ensure that the owner driver has arranged appropriate and adequate Public Liability insurance in accordance with Contract requirements.
- (vi) Provide by the due date as notified by the Council a signed statement by his insurer or broker as proof that the insurance provision is current and fulfils the Council's requirements. Failure by the Contractor or owner driver to provide the requested confirmation of insurance by the notified date will result in the termination of the Contract.

Monitoring of Contracts

31. All contracts awarded by the Council will be subject to monitoring to ensure that Contractors provide safe transport and that the Contract is being delivered in accordance with the Contract Conditions. Contractors must co-operate with staff and/or the agent of the Council assigned to undertake this monitoring function. From time to time the monitoring of Contracts may be carried out as a multi-agency exercise, which can include the Police, VOSA (Vehicle and Operator Services Agency), HM Customs and Excise, Taxi Licensing Officials or any other Agency as necessary.

In particular Contractors are required:

- (a) To keep full and proper vehicle maintenance records available for inspection by the Council at any reasonable time. The Contractor may be required to make any vehicle or premises used in the performance of this Contract available for inspection by the Council at any reasonable time to ensure that the requirements of the Contract are met. At least 24 hours notice shall be given of any such inspection unless this negates the

purpose of the inspection. The Council may instruct the Contractor not to use in the performance of this Contract or any other Contract with the Council any vehicle which is found to be deficient and in such circumstances the Contractor shall provide an alternative vehicle for the performance of this Contract at the Contractor's expense. The Council may notify the Traffic Commissioner regarding any defects which are found.

- (b) To provide an alternative and appropriate vehicle where the inspected vehicle does not meet the safety standard determined by the Council. Where an alternative vehicle cannot be provided the Contract will be suspended or terminated at the sole discretion of the Council. The Contractor will not receive payment for those days when the Contract is suspended.
- (c) To permit staff of the Council and/or its agent to stop any vehicle on contract hire to the Council and to undertake an inspection of that vehicle and/or undertake any reasonable check to ensure that the Contract is being undertaken in accordance with the Conditions of Contract.
- (d) To provide any documentation, including details of any prohibition notices, requested by the Council and/or its agent which the Council determines at its sole discretion may be required to verify that the Contractor meets the Conditions of Contract and that this documentation shall be made available for inspection at County Hall within 7 working days of a request being made by the Council or its agent.

Equality and Diversity

32. In accordance with its obligations under the Race Relations Act 1976 (as amended) and the Disability Discrimination Act 2005 to have due regard to the need to eliminate unlawful discrimination and harassment and promote equality opportunities and good relations between people of different groups and its commitment to comply with anti-discrimination legislation the Council requires the Contractor and its agents, employees and sub-contractors to comply with the following terms:
- (a) To comply with the Race Relations Act 1976 (as amended), the Disability Discrimination Act and all other legislation to preventing discrimination and harassment on the grounds of sex, race, disability, sexual orientation, age, religion and belief.
 - (b) Where in connection with this agreement, the Contractor, its agents or sub-contractors or the Contractor's staff are required to carry out work on the authority's premises or along side the authority's employees on any other premises, to comply with the

authority's Policies and procedures regarding discrimination and equal opportunities.

- (c) To warrant that the Contractor's own practices and procedures comply with legislation to prevent unlawful discrimination and that its employees are fully trained on matters relating to prevention of unlawful discrimination.
- (d) To provide such information as required by the Council in relation to its compliance with anti-discrimination legislation and will co-operate with any investigation by the Council or a body empowered to carry out such investigations under the relevant legislation.
- (e) Where any investigation is conducted, or proceedings are brought which arise directly out of any act or omission of the Contractor, its agents, employees or sub-contractors and where there is a finding against the Contractor in any such investigational proceedings, to indemnify the Council in full against all costs, charges and expenses (including legal and administrative expenses) incurred by the Council during or in connection with any such investigational proceedings and further indemnify the Council for any compensation, damages, costs or other award the Council may be ordered or required to pay to any third party.
- (f) Without prejudice to its remedy set out above, the Council may terminate the Contract if notice has been given to the Contractor of a substantial or persistent breach of this clause provided that a reasonable period has been given during which the breach could be rectified and the Contractor has failed to remedy the breach within the stated period.
- (g) The Contractor shall, and shall use reasonable endeavors to ensure that its employees or agents and/or sub contractors shall, at all times, act in a way which is compatible with the convention rights within the meaning of Section 1 of the Human Rights Act 1998.
- (h) The Contractor shall, and shall use reasonable endeavours to ensure that its employees or agents and/or sub contractors shall, at all times, comply with all current Equalities Legislation.
- (i) Neither one of us intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this agreement.
- (j) The Contractor shall (and shall procure that any of its Staff

involved in the provision of this Contract) comply with the Data Protection Act 1998 (“DPA”) and both Parties will duly observe all their obligations under the Act which arise in connection with the Contract

- (k) The Council is subject to the Freedom of Information Act 2000. As part of Council's duties under the Act, it may be required to disclose information forming part of the tender or contract to anyone who makes a reasonable request.
- (l) The Council will endeavour to consult with tenderers and contractors and have regard to comments and any objections before it releases any information to a third party under the Act. The Council must make its decision on disclosure in accordance with the Act. However the Council cannot be held liable for any loss or prejudice caused by the disclosure of information that has not been clearly marked as "Not for disclosure to third parties" or where no reasons are provided to support a request to withhold its disclosure or where the Council is prevented from withholding disclosure due to the Act or any other enactment or common law.

Law

33. This Contract shall be governed by the laws of England and the exclusive jurisdiction of the English courts and the Contractor shall comply at all times with all relevant Acts, Regulations, Orders, Rules of Law or E.U. Directives.

Where applicable to this Contract, the Contractor shall be aware of, and comply with, the following legislation:

The Official Secrets Act 1989.

Any relevant Health and Safety Legislation.

Any Legislation relating to the National Minimum Wage.

Health and Safety

34. (a) The Contractor shall at all times comply with the requirements of the Health and Safety at Work, etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 (including the provision by the Contractor of copies of its risk assessments and policies under these Regulations when requested by the Council), and of other Acts, Regulations, Orders or rules of law pertaining to health and safety.
- (b) The Contractor shall, so far as the same may impact on the Council, in performing the Services adopt safe methods of work

in order to protect the health and safety of its own employees and, to the extent applicable, the employees of the Council and all other persons (including members of the public).

- (c) The Contractor shall indemnify the Council for any loss, costs or damage caused to the Council for breach of this Condition.
- (d) The law requires that employers who employ 5 or more people must have a written statement of their Health and Safety Policy. Contractors employing 5 or more people will be required under this Contract to submit their Health and Safety Policy to the Council for approval prior to the commencement of the Contract. Where appropriate a Contract shall not commence until the Council has approved the relevant Health and Safety Policy and the Council reserves the right to withdraw an offer/award of Contract where a Contractor does not have their Health and Safety Policy approved prior to the Contract commencing.

Drugs and Substance Misuse

- 35. The Contractor must ensure that drivers and Passenger Assistants are not in possession of, supplying or misusing illicit substances or supplying or misusing medication, volatile substances, cigarettes or alcohol. The consumption of alcohol is not permitted whilst engaged on contract.

Minor Changes to Conditions of Contract

- 36. The Council may notify you of minor changes to the Conditions of Contract by giving the appropriate period of notice. Where such revisions have a demonstrable effect on the costs or revenue accruing to the Contractor these effects shall be grounds for the Contractor to seek a revision of the Contract Price; if a revised price cannot be agreed the Council or the Contractor may terminate the Contract by giving not less the appropriate notice.

SECTION 2

TRANSPORT OF PUPILS - CONTRACT HIRE

Termination of Contract

1. The Contract may be terminated by the giving of 4 weeks' notice by either party in the case of contracts between the Council and Contractor for vehicles designed or adapted to carry more than 16 passengers or adapted vehicles for the carriage of wheelchair passengers and one week's notice by either party for all other Home to School contracts.

Transport of Pupils

2. (a) The Contractor shall collect pupils named by the Council at approved points and convey them to the named school in time for the opening of the school in the morning and return them from the school at the close of the afternoon session to their respective approved points in the specification. The vehicle(s) must arrive at the school site by no later than 5 minutes before the official start of the school day and pupils must not be delivered to the school site any earlier than 10 minutes before the school opening time (or as specified in writing by the Council).
- (b) Vehicles must be at the school site at least 5 minutes before the end of the school day to collect pupils or as specified in writing by the Council. Vehicles must remain on site until loaded for up to a maximum of 10 minutes after school closing time, or until such time as drivers are given permission to leave by the member of school staff on duty. Whilst waiting for pupils to board the engine of the vehicle must be switched off.
- (c) Pupils must not be allowed on the vehicle whilst it is unattended by the driver or Passenger Assistant.

Route, Timing and Passengers

3. (a) The Council shall determine the route, times of collection and return and details of passengers. Contractors shall only use the routes, times and convey passengers as prescribed by the Council. The Council may vary such arrangements subject to the Contractor being entitled to such additional or reduced payment, if any, as shall be agreed by the Council. The Contractor must advise the Council by telephone on or before the first day of performance if the determined route or times of collection are not suitable. Confirmation is required by the Council in writing by no later than the second day following

notification. Furthermore should circumstances during the period of contract alter in such a way that the determined route and times become unsuitable, then the Contractor must advise the Council who will determine the route.

- (b) The Contractor will liaise with the Head Teacher regarding the site traffic management plan and appropriate dropping off and picking up points at each school. Where the Contract involves pupils being delivered to a point outside the school site, pupils must be set down and collected from the school side of the road with the vehicle door facing the pavement on both the morning and afternoon journeys.
- (c) Where a pupil is conveyed by a contract, which en route meets with another contract and the pupil transfers from one vehicle to another (a linking arrangement), the pupil should not be left unattended to await the arrival of the second contract vehicle (the link vehicle). In the afternoon the first vehicle must be at the agreed meeting point in advance of the arrival of the link vehicle to collect the pupil. Where such a linking arrangement is not part of the Contract pupils must not be transferred from one vehicle to another en route.

Invoices

- 4. The Contractor shall submit invoices on a calendar month basis to the Passenger Transport, Regeneration and Economic Development, County Hall, Durham DH1 5UQ. Invoices shall show the name and address of the Contractor, details of whom the payment is to be made payable, the contract number, the names of the schools served, the dates travelled (certified as correct by the Head Teacher), the daily rate, the total amount claimed plus Value Added Tax where chargeable and the Contractor's Value Added Tax registration number. Where invoices submitted are not on the Contractor's official stationery the Council reserves the right to return them to the Contractor.

Payment will not be made to any person or third party other than the signatory of this document or the company account.

Child Car Seats and Booster Seats

- 5. Children aged under 12 years, travelling in hackney carriage and private hire vehicles, must use the correct child car seat/booster cushion when travelling, until the child reaches the height of 135cms (4'5"). The Contractor is responsible for determining whether a child requires a child car seat or booster cushion. Should a child car seat or booster cushion be required, the Contractor should contact the Integrated Transport Team, Environment, County Hall, Durham (Tel.

0191 3725397) to arrange the provision of such. The equipment will be provided to the Contractor free of charge by the Council.

Seating of Passengers

6. The maximum number of pupils that may be carried in respect of:
 - (a) Private Hire/Hackney Carriage Vehicles - not more than 8 pupils shall be carried in a vehicle adapted to carry not more than 8 adult passengers.
 - (b) Mini-buses, Single Deck Buses, Double Deck Buses and Coaches - each pupil shall be provided with an individual seat.

'School Bus' Warning Signs (Public Service Vehicles)

7. The Contractor shall ensure that "School Bus" signs are fitted to all vehicles in accordance with "The Road Vehicles Lighting (Amendment) Regulations 1994". Such signs should not obstruct forward vision (area swept by windscreen wipers) or external mirrors.

Criminal Background Checks and Independent Safeguarding Authority Registration

8. School transport contracts involve substantial opportunity for access to children. The Council has a legal obligation to put measures in place to protect and prevent unsuitable people from having contact with children when being transported on contract. The Council is entitled to undertake or request a criminal background check to be undertaken in respect of any driver or passenger assistant in advance of being engaged by the Contractor as part of the Contract. Contractors need to be aware that it is a requirement of the Council that such a check will be undertaken by the Council on all drivers and passenger assistant irrespective of the type of vehicle used to carry out the Contract. Potential drivers and passenger assistants of the Contractor must be prepared to give their permission in respect of this element of the contract. By accepting this condition the Contractor is giving their agreement to only employing drivers and passenger assistants who give their permission for the Council to undertake a check. A contract will be withdrawn if a driver or passenger assistant refuses.

It should be noted that the Council will take account of any convictions even if they are deemed spent under normal circumstances (Rehabilitation of Offenders Act 1974) and subsequent orders made under the Act.

- (a) All Disclosure Checks will be at Enhanced Level.

- (b) The Council will not accept a Disclosure which has been processed by another Authorised Body.
- (c) From July 2010, it is a mandatory requirement for any new driver or passenger assistant to register with the Independent Safeguarding Authority. Existing drivers and passenger assistants will be required to register with the Independent Safeguarding Authority from April 2011, on the renewal date of their Disclosure. There will only be a requirement to register with the Independent Safeguarding Authority once, as ISA Registration is transferable.
- (d) Only drivers and passenger assistants given clearance upon the Council receiving a satisfactory Disclosure from the Criminal Records Bureau and confirmation of registration from the Independent Safeguarding Authority may be engaged on contract. In the case of drivers, this requirement must be met in conjunction with holding of an appropriate driving licence.
- (e) Prior to the commencement of the Contract, details of drivers and passenger assistants should be made known to the Council for criminal background checking purposes. Contracts will not commence until the Council is satisfied that a relevant number of drivers and passenger assistants have received clearance. A 'relevant number' is at least the number equivalent to the number of contracts awarded to the Contractor.
- (f) The Council may require drivers and passenger assistants to undertake a criminal background check on more than one occasion during the duration of this Contract and in any event at three yearly intervals.
- (g) To enable required check to be carried out the driver or passenger assistant must complete the appropriate joint Disclosure/Independent Safeguarding Authority application form and produce as required identification evidence in person to a nominated representative of the Council. Contractors will be notified in writing by the Council as to whether or not the check is satisfactory. Until clearance is given by the Council the driver or passenger assistant must **not** be used to carry out any duties in connection with the Contract.
- (h) The Contract will be terminated forthwith where the Council becomes aware that a driver or passenger assistant engaged on contract has not undertaken a criminal background check or this has been received and proven to be unsatisfactory.

- (i) Payment as dictated by the Criminal Records Bureau and where appropriate the Independent Safeguarding Authority for the processing of a check, plus a £10 administrative fee set by the Council, will be paid by the Contractor in respect of each application. Costs may increase at the discretion of the CRB, ISA and the Council during the period of contract.

Fare-Paying Passengers

9. The Council shall be entitled to require the Contractor to carry fare-paying passengers in addition to the pupils on certain contracts. Such a requirement will be detailed in the tender specification. A written instruction will be issued to the Contractor stipulating the maximum number of fare paying passengers to be carried in addition to the pupils. In such cases, the normal carrying capacity of the vehicle, subject to Condition 6 (Section 2), shall be observed together with the route, times and fares approved by the Council. Unless such a written instruction is issued by the Council, the Contractor shall not be permitted to carry additional fare-paying or non-fare-paying passengers.

Where a requirement to carry fare-paying passengers is made, the Contractor will be required to register the route with the Traffic Commissioner. In such circumstances the Contractor will pay the appropriate registration fee.

Unauthorised Passengers

10. Except as provided by Condition 9 no other persons shall be carried in the vehicle other than those authorised under this Contract, except with the written approval of the Council. The Council shall be responsible for issuing travel permits to pupils authorised to be carried in the vehicle. All contracts are awarded on an individual basis and only pupils who have been detailed to the Contractor under that particular Contract shall be carried. Unless approved in writing by the Council the linking of contracts is prohibited.

Behaviour on Home to School Transport

11. The Contract shall be carried out in accordance with the 'Behaviour on School Transport' Policy Document (attached) and relevant Codes of Conduct and good practice (to be forwarded upon the award of the Contract). All drivers and Passenger Assistants engaged in the performance of this Contract must abide by the terms of the appropriate Code of Conduct Document and must adhere to the terms and conditions stated therein.

Journeys Undertaken for Children with Special Educational Needs

12. The following additional conditions apply to journeys undertaken for children with special educational needs. These Contracts will be detailed in the tender specification and indicated therein.
- (a) Unless notified otherwise by the Council, special needs contracts will require Passenger Assistant provision. The level of this provision will be determined by the Council and will be indicated in the tender documentation. Due to the nature of this transport provision continual review of pupil need is undertaken as it may be necessary to revise Passenger Assistant provision during the period of contract. The Council will advise accordingly.
 - (b) Passenger Assistants and/or drivers should not engage in the lifting of pupils. In cases where a pupil is unable to be transported without being lifted then the Council must be notified.
 - (c) Contractors must agree with the Head Teacher the precise method of handing over pupils on arrival at the school and at the end of the school day. This is particularly important for pupils in wheelchairs where every effort must be made to ensure safe movement between the vehicle and the school.
 - (d) The Contractor will be provided with a list of pupils to be conveyed. The Council will determine whether pupils should be collected from their home address or a designated picking-up point. There should be no variation in these arrangements without the prior written approval of the Council.
 - (e) Where provision has been made for the vehicle to enter the school site, pupils must be set down and picked up at the designated point within the school site. Where it has been agreed with the Head Teacher that pupils are set down outside the school grounds, the vehicle must park on the school side of the road. The door of the vehicle must be next to the footpath. The driver and/or Passenger Assistant must accompany the pupils on to the school site and ensure the safe handing over of pupils to a member of the school staff.

On the homeward journey the driver or Passenger Assistant must ensure that the pupils are returned to the pre-arranged point. Where the agreement is for a pupil to be handed over directly to a parent or representative because of the pupil's age or special educational need, the driver or Passenger Assistant must ensure that this requirement is fulfilled to ensure the pupil's safety and on no account should a pupil be left unattended. In

cases where a parent or representative fails to be at the agreed collection point to receive the pupil, the pupil should remain on the vehicle until such time as the contract is completed. A second attempt should then be made to deliver the pupil to the approved delivery point. Should the parent or representative still be unavailable, then the matter should be reported to Passenger Transport (Tel 0191 3725397) where a member of staff will offer further guidance. Should the difficulty occur after office hours (after 5.00 pm Monday to Thursday or 4.30 pm on Friday) then an appropriate note advising of the pupil's whereabouts should be left at the pupil's home and the pupil taken to the nearest Police Station. The issue should be reported to the Passenger Transport by no later than 8.30 am the following morning (Monday to Friday).

- (f) The Contractor must ensure that the Passenger Assistant visits the parent(s)/carer(s) and pupil in advance of the commencement of the Contract to familiarise themselves with the pupil and parents/carers and to be made aware of the particular special educational need and transport requirements of the pupil.

Parents will be contacted by the Council to determine whether this visit has taken place. If no attempts have been made by the Contractor to arrange such a visit the Council reserves the right to terminate contract arrangements.

- (g) A Passenger Assistant must ensure that:
 - (i) A pupil is secured in the seat, as appropriate to age and need. Any difficulties with seating must be notified to the Council immediately.
 - (ii) The pupil is handed over at the school to a member of staff at the start of the day and to the appropriate adult at the end of the day.
 - (iv) Emergency assistance is summoned should the need arise.
- (h) Passenger Assistants may be requested to undertake specialist training by Health Department staff where a pupil could require during the journey the administration of treatment or medication in the case of an emergency. In such circumstances the Contractor must ensure that their employee is covered by appropriate liability insurance. Unless specific training has been undertaken and permission given by the Council, then assistance must be summoned from the Emergency Services should specialist assistance or the administration of medication be required by a pupil en route. Medication can only be carried

where the driver or Passenger Assistant has been given specific training to administer such en route.

- (i) Passenger Assistants are responsible for the care and supervision of pupils in their charge, including the safe delivery and collection arrangements to and from a member of school staff. This is a significant responsibility and great care should be taken in the selection of Passenger Assistants to ensure their suitability and capability for the role which they undertake.
- (j) Because the pupils involved have special educational needs, Passenger Assistants should exercise extra care to ensure their safety after they have left the vehicle.
- (k) Either the driver or Passenger Assistant engaged on vehicles adapted for the carriage of wheelchair passengers must undertake a course of training as provided by the Council and be certified as proficient in the movement of wheelchairs and the use of safety restraint equipment, in advance of being engaged on contract. Only drivers or Passenger Assistants who have been trained by the Council must carry out the movement of the wheelchair and the securing of the wheelchair and passenger safety restraints. The cost of such training to be met by the Contractor. Contractors must ensure that drivers and Passenger Assistants are proficient in the handling of tail-lifts, ramps and the securing of wheelchair and passenger safety restraints. The Contractor should identify the names of the driver and Passenger Assistant to the Council engaged on such a contract.

SECTION 3

TRANSPORT OF SOCIAL CARE PASSENGERS - CONTRACT HIRE

Termination of Contract

1. The Contract may be terminated by the giving of 4 weeks' notice by either party in the case of contracts between the Council and Contractor for vehicles designed or adapted to carry more than 16 passengers or adapted vehicles for the carriage of wheelchair passengers and one week's notice by either party for all other Social Care transport contracts.

Transport of Social Care Passengers

2. (a) The Contractor shall collect Social Care passengers named by the Council at approved points and convey them to the named centre/establishment in time for the opening of the centre/establishment in the morning and return them from the centre/establishment at the close of the afternoon session to their respective approved points in the specification. Social Care passengers must not be delivered to the centre/establishment before the specified time.

(b) The Contractor shall be provided with a list of Social Care passengers to be conveyed. The Council shall determine whether Social Care passengers should be collected from their home address or a designated picking-up point. There must be no variation in these arrangements without the prior written approval of the Council. Contractors shall only use the routes and times prescribed by the Council.

(c) In cases where a carer fails to be at the approved collection point to receive the Social Care passenger, the Social Care passenger should remain on the vehicle until such time as the contract is completed. At that time a second attempt should be made to deliver the Social Care passenger to the approved delivery point. Should the carer still be unavailable the matter should be reported to the Passenger Transport (Tel 0191 3725397) where a member of staff will offer further guidance. Should the difficulty occur after office hours (after 5.00 pm Monday to Thursday or 4.30 pm on Friday) then an appropriate note advising of the Social Care passenger's whereabouts should be left at the Social Care passenger's home and the Social Care passenger taken to the nearest Police Station. The driver should also make contact with Social Care Direct 'Out of Hours' Service (Emergency Duty Team) by telephoning 0845 8505010 to report the matter. The issue should be reported to

the Passenger Transport by no later than 8.30 am the following morning (Monday to Friday).

- (d) Social Care passengers must not be allowed on the vehicle whilst it is unattended by the driver or Passenger Assistant.

Route and Timing

- 3. (a) The Council shall determine the route, times of collection and return and details of Social Care passengers. Contractors shall only use the routes, times and convey Social Care passengers as prescribed by the Council. The Council may vary such arrangements subject to the Contractor being entitled to such additional or reduced payment, if any, as shall be agreed by the Council. The Contractor must advise the Council by telephone on or before the first day of performance if the determined route or times of collection are not suitable. Confirmation is required by the Council in writing by no later than the second day following notification. Furthermore should circumstances during the period of contract alter in such a way that that the determined route and times become unsuitable, then the Contractor must advise the Council who will determine the route.
- (b) The first pick up on the morning journey shall be within ten minutes of the time specified by the Council
- (c) Vehicles must be at the centre/establishment to collect the Social Care passengers no more than 10 minutes before the end of the afternoon session. Whilst waiting Social Care passengers to board the vehicle, the engine of the vehicle must be switched off.
- (d) The Contractor will liaise with the centre/establishment Manager regarding the site traffic management plan and appropriate dropping off and picking up points at the centre/establishment. Where the Contract involves Social Care passengers being delivered to a point outside a centre/establishment's site, Social Care passengers must be set down and collected from the centre/establishment's side of the road with the vehicle door facing the pavement on both the morning and afternoon journeys.
- (e) Where Social Care passengers are conveyed by a contract, which en route meets with another contract/vehicle and Social Care passengers transfer from one vehicle to another (a linking arrangement), passengers should not be left unattended to await the arrival of the second contract vehicle (the link vehicle). In the afternoon the first vehicle must be at the agreed meeting point in advance of the arrival of the link vehicle to collect the Social Care passengers. Where such a linking arrangement is

not part of the Contract Social Care passengers must not be transferred from one vehicle to another en route.

- (f) On the homeward journey the driver and/or Passenger Assistant shall ensure that the Social Care passenger arrives safely at the approved point. Where necessary the Passenger Assistant shall accompany the Social Care passengers across the road. If the vehicle arrives at the approved collection point more than five minutes before or after the appointed time the Passenger Assistant shall ensure that the Social Care passengers arrives home safely. The centre/establishment Manager will advise the Contractor where a Social Care passenger is to be met by a carer.
- (g) Where a Social Care passenger fails to meet the vehicle at an agreed pick up point then the Contractor should notify the Passenger Transport (Telephone 0191 3725397) and centre/establishment Manager.

Invoices

- 4. The Contractor shall submit invoices monthly to the Passenger Transport, Regeneration and Economic Development, County Hall, Durham DH1 5UQ. The invoices shall show the name and address of the Contractor, details of whom the payment is to be made payable, the contract number, the names of the centre/establishment served, the dates travelled (certified as correct by the centre/establishment Manager), the daily rate, the total amount claimed plus Value Added Tax where chargeable and the Contractor's Value Added Tax registration number. Where invoices submitted are not on the Contractor's official stationery the Council reserves the right to return them to the Contractor.

Payment will not be made to any person or third party other than the signatory of this document or the company account.

Seating of Passengers

- 5. The maximum number of Social Care passengers that may be carried in respect of:-
 - (a) Private Hire/Hackney Carriage Vehicles - not more than 8 pupils shall be carried in a vehicle adapted to carry not more than 8 adult passengers.
 - (b) Mini-buses, Single Deck Buses, Double Deck Buses and Coaches - each pupil shall be provided with an individual seat.

**Driver and Passenger Assistants
Criminal Background Checks and Independent
Safeguarding Authority Registration**

6. Adults, Wellbeing and Health transport contracts involve substantial opportunity for access to Service Users. In accordance with arrangements introduced by the Home Office aimed at protecting Service Users, the Council is entitled to undertake or request a criminal background check to be undertaken in respect of any driver or passenger assistant in advance of being engaged by the Contractor as part of the Contract. Contractors need to be aware that it is a requirement of the Council that such a check will be undertaken by the Council on all drivers and passenger assistants irrespective of the type of vehicle used to carry out the Contract. Potential drivers and passenger assistants of the Contractor must be prepared to give their permission in respect of this element of the Contract. By accepting this condition the Contractor is giving their agreement to only employing drivers and passenger assistants who give their permission for the Council to undertake a check. A contract will be withdrawn if a driver or Passenger Assistant refuses.

It should be noted that the Council will take account of any convictions even if they are deemed spent under normal circumstances (Rehabilitation of Offenders Act 1974) and subsequent orders made under the Act.

- (a) All Disclosure Checks will be at Enhanced Level.
- (b) The Council will not accept a Disclosure which has been processed by another Authorised Body.
- (c) From July 2010, it is a mandatory requirement for any new driver or passenger assistant to register with the Independent Safeguarding Authority. Existing drivers and passenger assistants will be required to register with the Independent Safeguarding Authority from April 2011, on the renewal date of their Disclosure. There will only be a requirement to register with the Independent Safeguarding Authority once, as ISA Registration is transferable.
- (d) Only drivers and passenger assistants given clearance upon the Council receiving a satisfactory Disclosure from the Criminal Records Bureau and confirmation of registration from the Independent Safeguarding Authority may be engaged on contract. In the case of drivers, this requirement must be met in conjunction with holding of an appropriate driving licence.

- (e) Prior to the commencement of the Contract, details of drivers and passenger assistants should be made known to the Council for criminal background checking purposes. Contracts will not commence until the Council is satisfied that a relevant number of drivers and passenger assistants have received clearance. A 'relevant number' is at least the number equivalent to the number of contracts awarded to the Contractor. The Council may require drivers and passenger assistants to undertake a criminal background check on more than one occasion during the duration of this Contract and in any event at three yearly intervals.
- (f) To enable required check to be carried out the driver or passenger assistant must complete the appropriate joint Disclosure/Independent Safeguarding Authority application form and produce as required identification evidence in person to a nominated representative of the Council. Contractors will be notified in writing by the Council as to whether or not the check is satisfactory. Until clearance is given by the Council the driver or passenger assistant must **not** be used to carry out any duties in connection with the Contract.
- (g) The Contract will be terminated forthwith where the Council becomes aware that a driver or passenger assistant engaged on contract has not undertaken a criminal background check or this has been received and proven to be unsatisfactory.
- (h) Payment as dictated by the Criminal Records Bureau and where appropriate the Independent Safeguarding Authority for the processing of a check, plus a £10 administrative fee set by the Council, will be paid by the Contractor in respect of each application. Costs may increase at the discretion of the CRB, ISA and the Council during the period of contract.

Incidents of Misbehaviour

7. Should an incident occur which involves an act of Social Care passenger misbehaviour the Contractor should notify the Passenger Transport and centre/establishment Manager of the name(s) of the Social Care passenger(s) involved, the time of the incident and provide brief details of what took place. This should be followed up with a written report within two days.

Unauthorised Passengers

8. No persons shall be carried in the vehicle other than those authorised under the Contract, except with the written approval of the Council. The Council shall be responsible for notifying details of authorised passengers to be carried in the vehicle. All contracts are awarded on an individual basis and only Social Care passengers who have been detailed to the Contractor under a particular Contract shall be carried. Unless approved in writing by the Council the linking of contracts is prohibited.

Specialist Requirements on Journeys Undertaken for Social Care Passengers

9. The following additional conditions apply to journeys undertaken for Social Care passengers.
 - (a) Unless notified otherwise by the Council, Social Care passenger contracts will require Passenger Assistant provision. The level of this provision will be determined by the Council and will be indicated in the tender documentation. Due to the nature of this transport provision continual review of the Social Care passenger's need is undertaken as it may be necessary to revise Passenger Assistant provision during the period of contract. The Council will advise accordingly.
 - (b) Passenger Assistants and/or drivers should not engage in the lifting of Social Care passengers. In cases where a Social Care passenger is unable to be transported without being lifted then the Council must be notified.
 - (c) The Contractor shall agree with the centre/establishment Manager the precise method of handing over Social Care passengers on arrival at the centre/establishment or at the end of the day. Every effort must be made to ensure the safe movement of Social Care passengers in wheelchairs between vehicle and the centre/establishment.
 - (d) The Passenger Assistant shall assist Social Care passengers getting on and off the Vehicle and shall ensure as far as is reasonably practicable their safety after they have left the vehicle.
 - (e) A Passenger Assistant must ensure that:
 - (i) A Social Care passenger is secured in the seat, as appropriate. Any difficulties with seating must be notified to the Council immediately.

- (ii) Social Care passengers are handed over at the centre/establishment to a member of staff at the start of the day and to the carer, if appropriate, at the end of the day.
 - (iii) Emergency assistance is summoned should the need arise.
- (f) The driver or Passenger Assistant may be requested to undertake specialist training by Health Department staff where a Social Care passenger could require, during the journey, the administration of treatment or medication in the case of an emergency. In such circumstances the Contractor must ensure that their employee is covered by appropriate liability insurance. Unless specific training has been undertaken and permission given by the Council, then assistance must be summoned from the Emergency Services should specialist assistance or the administration of medication be required by a Social Care passenger en route. Medication can only be carried where the driver or Passenger Assistant has been given specific training to administer such en route.
- (g) Passenger Assistants are responsible for the care and supervision of Social Care passengers in their charge, including the safe delivery and collection arrangements to and from a member of school staff. This is a significant responsibility and great care should be taken in the selection of Passenger Assistants to ensure their suitability and capability for the role which they undertake.
- (h) The Contractor must visit the Social Care passenger and/or his/her carer(s) in advance of the commencement of the Contract to familiarise themselves with the Social Care passenger and carer and to be made aware of the particular special needs and transport requirements of the Social Care passenger. Carers will be contacted by the Council to determine whether this visit has taken place. If no attempts have been made by the Contractor to arrange such a visit the Council reserves the right to terminate contract arrangements.
- (i) Either the driver or Passenger Assistant engaged on vehicles adapted for the carriage of wheelchair passengers must undertake a course of training as provided by the Council and be certified as proficient in the movement of wheelchairs and the use of safety restraint equipment, in advance of being engaged on contract. Only drivers or Passenger Assistants who have been trained by the Council must carry out the movement of the wheelchair and the securing of the wheelchair and passenger safety restraints. The cost of such training to be met by the Contractor. Contractors must ensure that drivers and Passenger

Assistants are proficient in the handling of tail-lifts, ramps and the securing of wheelchair and passenger safety restraints. The Contractor should identify the names of the driver and Passenger Assistant to the Council engaged on such a contract.

Behaviour Standards

10. Adult and Community Services is committed to providing a high quality service to the users of its service. Contractors are expected to provide the same high quality and it is a requirement that all staff employed on the contracts observe the following behavioural standards.
 - (a) Listen to the views and wishes of Social Care passengers at all times
 - (b) Respond positively to Social Care passengers comments
 - (c) Ensure that Social Care passenger are comfortable and secure at all stages of the journey
 - (d) Respect all Social Care passenger and treat them fairly
 - (e) Be aware and recognise all Social Care passenger needs
 - (f) Recognise that all people are different and ensure that no one is discriminated against for any reason

Please Note:

**Section 4
of the Conditions of
Contract relate to Public
Transport Contracts, that
are not part of this tender
round, so have not been
included.**

SECTION 4

PUBLIC TRANSPORT SERVICES

Timetable, Route and Stopping Places

1. Except in emergency the Contractor shall perform the Service in accordance with the timetable, route and stopping places stated in the Specification of Service or such subsequent amendment thereto as may have been agreed in writing by the Council.

Fares Revenue

2. The revenue from fares charged on the Service shall belong to either the Contractor or the Council. The Specification of Service shall direct the terms to apply to this Contract in accordance with the following contract types:
 - (a) net subsidy agreement - all fares revenue shall belong to the Contractor;
 - (b) cost-based agreement - all fares revenue shall belong to the Council.

For the purposes of these Conditions fares revenue shall be taken to be all fares paid for travel on the Service (including any appropriate allocation of revenue from season tickets and any other tickets not purchased at the time of travel) together with any reimbursement which may be due in respect of concessionary travel schemes.

Minor Changes

3. In the event of a minor change in the Council's requirements for transport the Council may agree with the Contractor a modified Specification of Service and if appropriate an increased or decreased Contract Price. Any such variation in price shall reflect the effect of the variation on the Contractor's costs and (in the case of Net Subsidy Agreements) the effect on the Contractor's fares revenue. The Council reserves the right to reject terms offered by the Contractor for the modification of the Contract.

Operation

4. The Contractor shall perform the Contract in accordance with the attached schedules:-
 - (a) Schedule 1: Services to be operated on and around Public Holidays.

- (b) Schedule 2: Fares and Ticketing arrangements.
 - (c) Schedule 3: Quality of Service Factors.
 - (d) Schedule 4: Vehicles.
 - (e) Schedule 5: Arrangements for demand responsive services .
5. All schedules attached to this Contract may be revised by the Council by giving the Contractor 49 days notice. Where such revisions have a demonstrable effect on the costs or revenue accruing to the Contractor these effects shall be grounds for the Contractor to seek a revision of the Contract Price; if a revised price cannot be agreed the Council or the Contractor may terminate the Contract by giving not less than 12 weeks notice.
6. In the performance of this Contract the Contractor shall comply with the Council's "Public Transport Operations: Code of Practice".

Bus Station Charges and Registration Fees

7. (a) The Council shall be responsible for the cost of any bus station arrival and departure charges incurred by the operation of the Service. Unless otherwise agreed, the Council will agree and pay such charges directly with the owner of the bus station.
- (b) The Contractor shall be responsible for the cost of any fees for the registration of the Service, except that the Council will reimburse the cost of any fees incurred in making changes to the Service at the request of the Council.

Publicity

8. The Contractor must include in any printed public information relating to the Service an acknowledgement that it operates under a Contract with the Council, in a manner to be agreed.

Payments

9. The Council shall determine the dates of periods of operation for which payment will be made under this Contract, which shall be not more than four weeks duration. Within fourteen days of the end of each period the Contractor shall submit a certified account and invoice showing the total amount due for that period. The Council may supply documents to be used by the Contractor for this purpose. Any Value Added Tax shall be shown in the account as a separate item. The Council subsequently shall pay the Contractor the amount due within a period which normally shall not exceed one month, provided it is satisfied of the accuracy of the account rendered and the Contractor has supplied all relevant supporting information required under these Conditions of Contract.

10. The Council shall have the power to inspect the books, records and accounts of the Contractor insofar as may be necessary to be satisfied of the accuracy of the accounts submitted for payment pursuant to the terms of this Contract.

Termination by Mutual Consent or by Notice

11. This Contract may be terminated before its expiry date by mutual consent. It may also be terminated before its expiry date by one party serving on the other notice that it wishes to terminate the Contract not less than 12 weeks after serving the notice in the circumstances stated below:
 - (a) the Council may terminate the Contract if in its opinion it is no longer needed due to the commencement of another service which meets the same needs, or if it requires a revision of service which cannot be achieved satisfactorily under this Contract;
 - (b) The Council may terminate the Contract if in a given financial year the Council's actual or projected expenditure on public transport contracts exceeds the Council's financial provision for public transport services in that year;
 - (c) the Council may terminate the Contract if a third party named in the Specification of Service as responsible for meeting the whole or part of the costs of the Contract has ceased to meet their responsibility;
 - (d) the Contractor may terminate the Contract within six months of the start of the Contract Period if the Contractor can demonstrate that the cost to the Contractor of providing the Service has significantly exceeded the Contractor's estimate, or, if the Contract is a Net Subsidy Agreement, if the fares revenue being received by the Contractor is significantly less than the Contractor's estimate;
 - (e) if the Contract is a Net Subsidy Agreement the Contractor may terminate the Contract at any date more than six months from the start of the Contract if the daily average fares revenue is in any period of 12 consecutive weeks significantly less than the daily average fares revenue during the first six months of the Contract (after adjusting for inflation).

SCHEDULES

Schedule 1 - Services to be operated on and around public holidays

Schedule 2 - Fares and ticketing arrangements

Schedule 3 - Quality of service factors

Schedule 4 - Vehicles

Schedule 5 – Arrangements for demand responsive services.

SCHEDULE 1: SERVICES TO BE OPERATED ON AND AROUND PUBLIC HOLIDAYS

- 1.1 The Specification of Service normally will state the Service to be operated on and around public holidays unless otherwise provided for in the Specification, the Service shall operate on Public Holidays as stated below:-

Christmas Day, Boxing Day (26th December), New Year's Day (1st January): no service.

All other Public Holidays: Contracts specified to operate on Sundays shall additionally operate on Public Holidays; the normal Contract Price shall be paid. Contracts normally operating on the day of the week that is declared a Public Holiday shall not operate on the Public Holiday; no payment shall be made for the Public Holiday.

- 1.2 On Christmas Eve and New Year's Eve journeys which commence after 2000 hrs may be cancelled at the discretion of the Contractor, subject to the Council being notified not less than 28 days in advance. The Contract Price will be reduced in respect of such cancellations, pro rata to the proportion of the service that is cancelled.

SCHEDULE 2: FARES AND TICKETING ARRANGEMENTS

Cost Based Agreements:

- 2.1 The fares to be charged on services operating under a cost-based agreement shall be determined by the Council.

Net Subsidy Agreements:

- 2.2 The fares to be charged on services operating under a net subsidy agreement shall be established by the Contractor provided they do not exceed the maximum stated below. The Contractor must provide the Council with a schedule showing all fares to be charged not less than 14 days before commencement of this Contract. Any alterations to the fares must be notified to the Council not less than 14 days before they take effect.

Adult Cash Fares

- 2.3 Unless stated otherwise in the Specification of Services the adult cash fares that may be charged by distance travelled on services operated in the performance of the Contract shall be no greater than those set out in the table below.

Distance Fares (Miles)	Fares	Distance (Miles)	
<u>Distance (miles)</u>	<u>Fare</u>	<u>Distance (miles)</u>	<u>Fare</u>
0.0 - 0.75	44p	8.51 - 9.50	219p
0.76 - 1.00	52p	9.51 - 10.50	228p
1.01 - 1.25	71p	10.51 - 12.00	245p
1.26 - 1.50	78p	12.01 - 14.00	267p
1.51 - 1.75	92p	14.01 - 16.00	287p
1.76 - 2.00	99p	16.01 - 18.00	305p
2.01 - 2.50	118p	18.01 - 20.00	327p
2.51 - 3.50	136p	20.01 - 22.00	364p
3.51 - 4.50	159p	22.01 - 24.00	382p
4.51 - 5.50	178p	24.01 - 26.00	408p
5.51 - 6.50	187p	26.01 - 28.00	426p
6.51 - 7.50	196p	28.01 - 30.00	448p
7.51 - 8.50	207p		

Above 30 miles: as 30 miles plus 18p per mile; or as may otherwise be agreed by the Council.

- 2.4 The maximum fares given above will be increased with effect from the first Sunday in August each year by the same percentage as the change in Bus Operating Costs (as defined in Section 1 (Condition 11) at the immediately preceding April.
- 2.5 The Council may at its discretion issue a specific table of maximum fares for the Service, applying the adult fares for a given distance as laid down in this Schedule to fare stage points selected by the Council. The actual fares charged must not exceed those stated in such a table.
- 2.6 The distance used to check that fares are in accordance with the provisions of this schedule shall be measured using the shortest route available and suitable for the operation of large buses (and not necessarily the route actually followed by any service). No fares shall exceed the stated maximum, except that minor exceptions may be permitted at the discretion of the Council where these are necessary to achieve a logical structure to any fares system.
- 2.7 No fares shall be charged for the carriage of guide dogs or hearing dogs for the deaf.

Child Fares

- 2.8 Children below five years of age at the time of travel shall be carried without charge provided not more than two such children accompany a passenger holding a valid adult passenger's ticket. Additional children in this category may be required to pay child fares as specified below.
- 2.9 Children below fourteen years of age shall be charged no more than half the adult cash fare to the nearest whole penny above.

Off-Bus Ticketing

- 2.10 The Specification of Service will state any off bus ticketing scheme, which is to apply on the Service.
Explorer North East tickets are to be accepted on all contracts operating on local bus service basis.
NOTE: any bus operator may apply to join the Explorer NE ticket scheme, which is a commercial venture administered by Nexus on behalf of the scheme members. Operators can accept Explorer tickets without being members of the scheme, but it is necessary to be a member in order to share in the revenue and be able to issue tickets. The scheme conditions lay down how Explorer revenue and publicity costs are shared among participating operators. Applications to participate must be made by 1st April each year.

Concessionary Fares Scheme

- 2.11 The Specification of Service will indicate where the Contractor must make provision for the elderly and disabled in accepting concessionary fare schemes.

Fares to be Charged in Adjoining Counties

- 2.12 Where other Authorities are named as a third party to the Contract, the local fares charged in the areas of those Authorities shall comply with the standard conditions applying to the Authorities' own Bus Service Contracts.

Ticketing System and Equipment

- 2.13 The Contractor shall operate a properly maintained ticketing system agreed with the Council, which must be used at all times the Contract is in operation. Where the Contract is a Cost Based Agreement, the Contractor shall have a duty of care in respect of the fares revenue belonging to the Council and shall take all reasonable measures as may be necessary to ensure that fares are properly charged and credited to the Council. Records, including passenger and revenue totals for each journey, shall be maintained by the Contractor and retained for a period of not less than 12 months.
- 2.14 Tickets must be issued by an electronic ticket machine, unless the Contract results from the acceptance of a non-conforming Tender which specifically excludes electronic ticket machines. The electronic ticket machines used must record the following data for each passenger:
- date of travel
 - service and journey
 - boarding fare-stage
 - alighting fare-stage
 - monetary value of the fare charged
 - time of ticket issue
 - type of ticket issued

Supply of Data

- 2.15 The Contractor shall provide the data specified below, if required by the Council.
- (a) (Net Subsidy agreements) With each claim for payment, a statement of the total number of tickets issued and the total revenue relating to those tickets, for each day of one week of the period covered by the claim; the week for which data is supplied shall be decided by the Council. If the Contract covers more than one service then separate totals may be required for each service.
 - (b) (Cost based agreements) With each claim for payment, a statement of the total number of tickets issued and the total revenue relating to those tickets, for each day of the period covered by the claim. If the Contract covers more than one service then separate totals may be required for each service.
 - (c) Where the Service includes journeys operating only on demand or journeys diverting from the normal route on demand, the Contractor shall when requested by the Council supply summary information about the requests received from passengers and the journeys so operated, in a form to be determined by the Council.
 - (d) Data on the total number of tickets issued and the total revenue relating to those tickets for each journey operated under the Contract; such data shall not be required for more than four weeks in any financial year.
- 2.16 If the Contract provides that electronic ticket machines are to be used, the Council shall have the right to require the Contractor to supply any data relating to the Contract which is recorded by the ticket machines, as may reasonably be required by the Council for the purpose of monitoring the operation and usage of the Contract. Any such data shall be supplied on IBM-PC compatible computer disks, unless both parties agree otherwise.
- 2.17 The Council shall be free to use any data supplied under the above clauses for any purpose, including revealing the data to third parties.

SCHEDULE 3: QUALITY OF SERVICE FACTORS

Failures to provide services

- 3.1 The Contractor's duty shall be to perform this Contract without failures and to this end the Contractor shall be obliged to cover all foreseeable staff or vehicle deficiencies by sub-contracting if necessary (as provided for in these Conditions of Contract).
- 3.2 The Contractor shall submit reports in writing to the Council detailing any parts of the Service that failed to operate and the reasons for such failures. Unless the Council requires otherwise, these reports shall cover the same periods as apply for claims for payment and shall be submitted with the claim for payment.
- 3.3 Payment to the Contractor shall be reduced in the event of services not being operated unless the Contractor judged reasonably that it would be unwise to operate a service because of bad weather or other adverse circumstances outside the control of the Contractor, or had obtained the Council's prior consent to the cancellation of specified journeys. Where a reduction in payment is applicable it shall be £30 per incident plus an amount calculated as below:

$$\text{miles not operated} \times \frac{\text{Contract Price}}{\text{miles scheduled to be operated}}$$

- 3.4 Payment to the Contractor shall be reduced in the event of the service being operated by a vehicle which does not conform to the Specification. The reduction shall be calculated at the rate of the Council's payment per mile of scheduled service multiplied by the miles operated with a non-conforming vehicle.
- 3.5 For the purpose of calculating any such reductions in payments, the Contractor shall supply the Council with a schedule of the mileage operated in service on each journey, and the total mileage for each day of service.
- 3.6 In the event of repeated failures to provide the full scheduled service in accordance with the Specification, the Council may issue a written warning to the Contractor. In the event of any further failures to perform the scheduled service in the subsequent 12 months the Council may terminate the Contract in accordance with the provisions of these Conditions of Contract, unless the failures arise from reasons outside the control of the Contractor.

Timekeeping

- 3.7 The Contractor undertakes to operate all journeys in accordance with the times stated in the Specification unless prevented by circumstances outside the Contractor's control.
- 3.8 Journeys which on 7 or more occasions per 28 days of operation run between more than 5 minutes late and 15 minutes late without satisfactory reason shall be considered to have failed to operate and will be subject to the deduction under paragraph 3.3 of this Schedule.
- 3.9 Journeys operating earlier or more than 15 minutes later than scheduled without satisfactory reason shall be considered to have failed to operate and will be subject to the deduction under paragraph 3.3 of this Schedule.

Public Complaints

- 3.10 The Contractor shall send to the Council within seven days all written comments or complaints about the Service received by the Contractor, together with any reply made by the Contractor.

SCHEDULE 4: VEHICLES

4A Vehicle Features

Seating capacity

- 4.1 The vehicles used to operate the Service shall comply with the requirements stated in the Specification of Service in respect of seating capacity and, where stated, maximum dimensions.

Vehicle Specification

- 4.2 The vehicles used to operate the Service shall comply with Durham Councils' Standard Bus specification, attached, unless otherwise allowed by Exceptional Conditions attached to the Specification of Service, or where the Contract results from the acceptance of a non-conforming Tender which specifically provides for the use of alternative vehicles. The Council may require the Contractor to demonstrate that suitable arrangements exist for the provision of spare vehicles so as to ensure that the Service is provided by conforming vehicles at all times provided by vehicles conforming to the required specification.

Vehicle Age

- 4.3 No vehicles may be used to operate the Service which are more than 15 years old (vehicles 16 seats and over) or 8 years old (vehicles under 16 seats) from the date of first registration, unless:
- (i) the Contract results from the acceptance of a non-conforming Tender which specifically provides for the use of alternative vehicles; or
 - (ii) the vehicle has been the subject of rebodging or major refurbishment to bring the passenger environment up to modern standards, and measures such as re-engining or exhaust treatments have been taken to improve the original level of exhaust emissions, to the satisfaction of the Council.

Livery

- 4.4 (a) The Specification of Service may specify special requirements for liveries or branding of the vehicle(s) used on the Contract.
- (b) Except as required by clause 4.4 (a) above, all vehicles used to operate the Service shall be in the recognised livery used by the Contractor, which must enable intending passengers to identify the vehicle. The livery shall not include any sign writing or images on the front which interfere with or distract attention from the display of the journey's destination and the service number. A plain white livery will not be accepted as sufficiently identifying the vehicle. A special advertisement livery covering the whole of the vehicle is not acceptable.

Vehicle Provision at commencement of contract

- 4.5 The Council may at its discretion allow a brief period at the commencement of the Contract during which the Service may be operated with non-complying vehicles while the Contractor awaits delivery of complying vehicles. A reduced price or other off-setting benefit may be required by the Council during the period of non-compliance.

No Smoking

- 4.6 Smoking must be prohibited in the entire vehicle and adequate notices must be displayed advising passengers. The Contractor shall be required to take all reasonable action to enforce this requirement.

Display of Notices

- 4.7 The Council may require to be displayed in a prominent position near the entrance of each vehicle in use on the Service a notice indicating that the Service operates under a contract with the Council. Any such notice will be supplied by the Council but it will be the Contractor's responsibility to display them at their own expense, in a manner to be approved by the Council.
- 4.8 The Council may be required to be displayed up to two internal notices relating to the Council's public transport activities, to be supplied at the expense of the Council.

4B Provision for the Elderly and Disabled

- 4.9 The Specification of Service will state details of any special vehicle requirements that may be required by the Council to meet the needs of the elderly and disabled passengers. Where a wheelchair-carrying vehicle is required, the vehicle must be certified for the carriage of at least one passenger seated in a wheelchair. Vehicles not covered by the Accessibility Regulations made under the Disability Discrimination Act 1999 shall substantially comply with paragraphs 2 to 9 of the DPTAC Recommended Specification for Low-Floor Buses dated January 1997 as amended October 1997.

DURHAM COUNCIL STANDARD BUS SPECIFICATION 2007 edition

Introductory Notes - Disability Discrimination Act requirements

The Disability Discrimination Act 1999 and associated Accessibility Regulations lay down the requirements for buses and coaches used on scheduled local services. (Other types of service are also covered, but are not relevant to these Conditions).

The regulations cover buses and coaches which (1) can carry more than 22 passengers, and (2) provide a scheduled service.

New vehicles first used on or after the *start date* must comply. Existing vehicles in operation before the start date cannot be used on scheduled services after the *end date* unless modified.

Vehicle Type	Start Date	Specification	End Date
bus over 7.5t GVW	31/12/2000	sch2 & sch1	01/01/2016
bus under 7.5t GVW	31/12/2000	sch2	01/01/2015
	01/01/2005	sch1	
double deck bus	31/12/2000	sch2 & sch1	01/01/2017

Key to specification:

Sch1 = Schedule 1 - Wheelchair access

Sch2 = Schedule 2 - DPTAC type features

DCC requirements

Vehicles first used before the start dates as above will not be affected by the DDA accessibility regulations (unless they are still in use at the end dates in 2015 to 2017). It is therefore necessary to specify Durham CC's requirements for such vehicles.

Prior to the DDA Act, Durham CC had developed a Standard Bus specification for local service contracts, as contained in the 1998 edition of the Conditions of Contract. This was closely modelled on the DPTAC standards (as revised in 1995) This Standard Bus specification will continue to apply to vehicles NOT covered by the DDA Accessibility Regulations.

The ordinary requirements are not appropriate for small minibuses, and these are covered by a separate section.

These conditions therefore provide details of 3 requirements:

- Buses covered by the Disability Accessibility Act accessibility regulations
- Buses NOT covered by the DDA regulations
- Small minibus vehicles

Standard Bus Specification for buses covered by DDA accessibility regulations

Vehicles complying with the DDA accessibility regulations will meet the Council's requirements.

Standard Bus Specification for buses NOT covered by DDA accessibility regulations

1 Bus Exterior

- 1.1 All route number and destination displays must be clearly visible under all lighting conditions (including bright sunshine) and must be illuminated at night. Numerals and letters must be white or bright yellow on a black background. Destinations must be in mixed case lettering.
- 1.2 On the front of the bus above the windscreen there must be a route number display at least 200mm high, preferably to the right (nearside) of an ultimate destination name in letters at least 125mm high. A route number at least 125mm high (together with the destination wherever possible) must also be clearly displayed at or a little above eye level on the nearside adjacent to the entrance door. Ideally, the route number should be displayed on the rear of the bus. Letter heights will be measured from the top of ascending characters to the bottom of descending characters (ie from the top of "h" to the bottom of "g").
- 1.3 The service number to be displayed must be as stated in the Specification of Service. The destination displayed must be agreed with the Council.

2 Entrances and Exits

- 2.1 The passenger entrance/exit must conform with the following:
 - (a) A maximum ground to first step height of 250mm which may be achieved with a split step or kneeling mechanism. If a kneeling mechanism is used, the first step height before kneeling must not exceed 325mm.
 - (b) Each subsequent entrance/exit step (maximum two) must be between 150mm and 200mm high consistent to within 10mm.
- 2.2 Step treads must be at least 280mm deep from front to back over a width of at least 455mm. Risers must be vertical, with a smooth flat surface with no protrusions of more than 1mm (except for step-light mountings) and with any protruding edges chamfered. All step nosings and treads must be non-slip and durable, with nosings in a bright contrasting colour such as yellow or in a black/yellow "Shark's tooth" or other pattern.

- 2.3 All entrance/exit steps must be well lit, both at low level and from overhead, when passengers are boarding and alighting. Entrances and exists must have a minimum height, above the first step, of 1.8 metres.

3 Other Steps/Stairs

- 3.1 At the bus entrance, the required number of steps must be grouped together with no further step between the point of payment by the driver's cab and the start of the gangway.
- 3.2 Any internal steps must be grouped together, and be between 150mm and 200mm in height (consistent to within 10mm. They must comply with paragraph 2.2 above and incorporate adequate handrails.

4 Doorways

- 4.1 The width between handrails of doorways must be not less than 530mm (470mm for forward channel of split step entrance) and not more than 850mm.

5 Floors and Gangways

- 5.1 All floors and gangways must be level and covered with a non-slip material. A slope of up to 3°, over short distances only, may be applied where no alternative exists.
- 5.2 Gangways (at a height of 765mm or more above the floor) must be not less than 420mm wide. In the passenger circulation area immediately to the rear of the driver's cab the minimum width at floor level between obstructions must be 700mm.
- 5.3 Minimum headroom on the lower deck of all buses at the gangway, and preferably throughout the seating area, must be 1.8m.

6 Handrails

- 6.1 With the exception of handrails on entrance/exit doors or at the side of the doorway (where an oval section with the same maximum dimension can be used) all handrails must be round, with a diameter of between 30mm and 35mm and no sharp bends. There must be a minimum clearance of 45mm between handrails and any adjacent surface.
- 6.2 Handrails must have an easily-gripped non-slip surface, preferably with a "rigidised" or similar raised texture, in a bright colour which provides a clearly visible contrast (both in colour and tone) with the interior colour scheme and seat covering. Ideal colours are yellow (RAL 1023 or 1028), orange (RAL 2008), and bright green (RAL 6018).
- 6.3 Handrails must be provided on both sides of each entrance and exit to

give a rigid hand-hold parallel with the slope of the steps from a point not more than 100mm from the outer edge of the first step to a point not less than 100mm beyond the nosing of the top step, at a height of 800-900mm above the steps. Handrails may be fixed to the inside of the door leavers provided they do not move when open.

- 6.4 There must be a horizontal handrail at a height of 800-900mm extending from the top of the entrance steps, past the driver and to at least one of the priority seats (see 7.5). Any necessary break in this handrail must be compensated for by suitably placed vertical handrails.
- 6.5 Vertical handrails must be provided between the tops of seat backs and the ceiling, adjacent to the gangway, in such a way that the maximum distance between handrails is 1050mm. This is best achieved by vertical handrails on every second row of forward-facing seats, staggered on either side of the gangway. Where seat pitches vary either side of a gangway, it may be necessary for vertical handrails to be fitted to every seat back for a short distance, in order to ensure that the 1050mm "reach" is not exceeded.

7 Seats

- 7.1 The minimum seat must be 425mm per passenger, even if this means that only three seats can be provided across the width of the bus.
- 7.2 The top of each seat cushion must be between 430mm and 460mm above the floor immediately in front of the seat. The clear headroom above each seat must be at least 1.25 metres from the top of the seat cushion. The tops or backs of all forward-facing seats must be fitted with a rigid handhold. Where no such handhold or vertical handrail is available, a horizontal handrail must be provided for this purpose. (eg: in front of seats facing a bulkhead).
- 7.3 The distance between the front surface of the seat back and the back of the seat(s) in front must be at least 680mm. The distance between the foremost part of the seat and the vertical plane through the rearmost part of the seat in front (ie. knee-room) must be at least 230mm - see figure 1. On all single deck and the lower saloon of the double-deck vehicles, these dimensions must be applied as a minimum to the first three rows of forward-facing seats on both sides of the gangway (excluding the priority seating required by paragraph 7.5 below). If facing pairs of seats are provided (eg. over the rear wheel-arches) the knee-room between them must be at least 600mm and preferably 700mm.

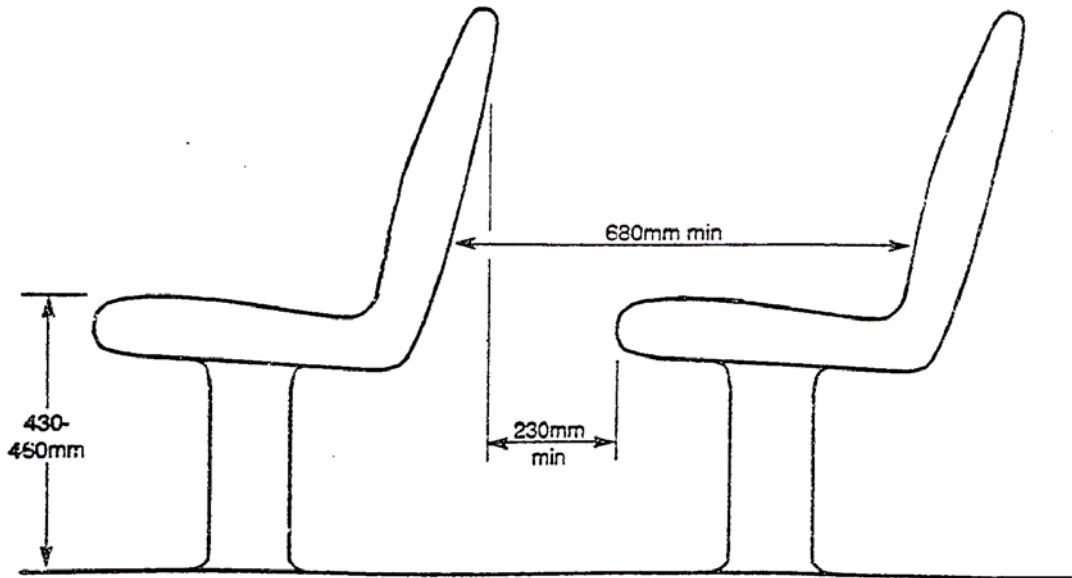


Figure 1 (see para 7)

- 7.4 Inward facing seats, if they are unavoidable, must be provided with one vertical handrail to every two seats.
- 7.5 At least two pairs of forward-facing seats (or one pair plus one individual seat on vehicles of less than 2.5 metres external width) nearest to the bus entrance/exit must be provided for elderly and disabled passengers, and clearly marked with an appropriate notice, to indicate their purpose. There must be an extended knee-room (as detailed in 7.3) of at least 450mm in front of these priority seats, and adequate space under them for a guide dog to lie down.

8 Bell Pushes

- 8.1 Plastic bell strips and ceiling-mounted bell pushes must not be used. Bell pushes should be mounted on vertical handrails or bulkheads within reach of passengers seated on the priority seats (see 7.5) and at every third row of seats. Bell pushes adjacent to seats must be positioned not more than 1200mm above the floor. The bell push surrounds and the bell pushes must be in bright colours (eg. yellow and red) which contrast with the surface on which they are mounted and with each other, must project sufficiently from their surround so that they can be operated by the palm of the hand, and must face the rear of the bus.

9 Signs and Communications

- 9.1 Clearly-visible illuminated signs reading "Stopping" or "Bus stopping" must be mounted at least 1.5 metres above floor level where they can be seen by the maximum number of passengers and must remain illuminated until the doors are operated.

10 Luggage Space

- 10.1 Luggage space must be provided for the safe storage of shopping bays, trolleys or folded pushchairs near to the entrance/exit. If over a wheel arch, it must be protected by a horizontal rail (also usable as a handrail) at a height of 800-900mm above the floor. Consideration should be given to the allocation of some floor space for heavier luggage, protected by a rail near floor level to prevent objects sliding or rolling into the gangway.

11 Tolerances

- 11.1 Some tolerance will be allowed in complying with the above specification. The degrees of tolerance and the method of applying tolerance levels are detailed below.
- 11.2 Where a vehicle fails to comply with the stated requirement but is within the tolerance limit, points shall be scored and credits given according to the Table of Values, below. Any features not defined in the Table of Tolerance Values will be assessed at the discretion of the Council. A vehicle will be regarded as complying with the specification provided that it incurs no more than 20 net points.

Table of Tolerance Values - Standard Bus Specification

Para	Item Permitted	Tolerance	Points
1.1	Service number and destination display, clarity and letter style	Non complying	Up to 4, to be assessed on degree of non compliance
1.2	Service number display, numeral height	-20mm	1 per 10mm
1.3	Destination display, letter height	-20mm	1 per 10mm
2.1	Step height		
	- ground to first step	+ 50mm	1 per 10mm
	- interior steps, each step	+20mm if two steps +50mm if single step and tread depth increased	1 per 10mm

Para	Item Permitted	Tolerance	Points
2.2, 3.2	Variation in height of interior steps	+30mm variation	1 per 15mm
2.2	Tread depth	-10mm	1 per 5mm per step
2.2	Risers - protrusion from surface	+5mm	1 or 2, to be assessed on degree of non compliance
2.2	Step nosing contrast	Non complying	1 per step
4.1	Doorway width	min 500m max 950mm	1 per 50mm
5.1	Floor slope	Slope up to 5° (short distance only)	Up to 2, to be assessed on degree of non-compliance
5.2	Gangway width at 765mm height from floor	-20mm	1 per 10mm
5.2	Gangway at floor level, front section	-150mm	1 per 50mm
6.1	Handrail dimensions etc	Non complying	1
6.3	Entrance handrails	Non complying, but present	Up to 5, to be assessed on degree of non-compliance
6.4	Horizontal handrail from entrance to priority seat	Non complying	Up to 2, to be assessed on degree of non-compliance
6.5	Vertical handrails	No more than 2 missing, except see note A, below	2 per missing handrail
7.1	Seat width	-10mm	1 per 10mm
7.2	Seat height	+/-20mm	1 per 10mm
7.5	Seat handhold	Missing	1 per missing handhold

Para	Item Permitted	Tolerance	Points
7.3	Seat spacing	-60	1 per 30mm, per seat or double seat
7.3	Knee room	-50 (see note B, below)	1 per 25mm, per seat or double seat
7.5	Priority seats – knee room	-200	1 per 50mm
8.1	Bell pushes	No more than two missing	1 per missing bell push
9.1	Bus stopping sign	Missing	1 if missing
10.1	Luggage space	Missing	1 if missing

Credits for other vehicle features (one of the following):

Vehicle less than 2 years old at start of contract - deduct 10 points from any tolerance points incurred.

Vehicle less than 5 years old at start of contract - deduct 5 points from any tolerance points incurred.

Vehicle achieving Euro1 (or better) exhaust emissions - deduct 5 points from any tolerance points incurred.

Notes:

- A - A marginally greater reach between vertical handrails will be allowed if unavoidable in those parts of the saloon where all seats face forward and the seat spacing is such that the distance between stanchions in each alternative pair of seats (staggered on either side of the gangway) marginally exceeds the stated requirement.
- B - Where this tolerance is applied, the space between the front of the cushion and the rear of the seat of bulkhead ahead at the same level - as the cushion must not be less than 220mm.

Standard Bus Specification for small minibus vehicles

Vehicles of less than 16 seats will NOT be required to comply with the vehicle specification applying to larger buses, BUT must be suitable for the operation of the specified services to the reasonable satisfaction of the Council.

In assessing suitability, the Council will have particular regard to the needs of the expected users of the service. In particular, Contractors should note that services providing journeys to local centres for shopping and similar general purposes will need to cater for elderly passengers.

Specific requirements are detailed below.

Note - the Council's requirements are likely to be met most easily by a minibus with front wheel drive, as this layout lends itself to lower step heights and a full height in the passenger saloon.

Seating

Seating capacity must comply with the requirements stated in the Specification of Service.

All seats must be forward facing. A seat belt must be fitted to every seat.

Seat width and spacing must be sufficient to enable passengers to access their seat and travel in normal comfort, to the satisfaction of the Council; this will be achieved if the widths and spacing comply with the specification applying to larger buses.

Interior layout

The interior layout must be such that passengers can board and alight conveniently. A minimum interior headroom of 1800mm is desirable.

Entrance / exit arrangements:

The passenger entrance/ exit must be on the nearside of the vehicle. A power door is not required.

The entrance door should be of full height

A maximum step height of approximately 330mm is desirable.

Destination and service number

It is important that users are able to identify the service clearly. A means of displaying destination and service number etc must be provided, to the satisfaction of the Council. A special livery or branding may assist in this, and may be proposed by the Contractor or specified by the Council in the Specification of Service.

SCHEDULE 5: ARRANGEMENTS FOR DEMAND RESPONSIVE SERVICES

- 5.1 The Specification of Service may state that certain journeys or services are to operate only when required by passengers. This Schedule details the requirements in connection with these arrangements.
- 5.2 Unless otherwise stated in Exceptional Conditions attached to the Specification of Service, the Contractor must make arrangements to the satisfaction of the Council to receive advance bookings from passengers in respect of any journeys that operate only when required or which divert to pick up off the normal route. Bookings are to be catered for by telephone; and by direct contact with the contractor's office; and by direct contact with the driver of the service. Unless specified otherwise, requests must provide at least one hours notice before the time of travel. If an answering machine is used to record passengers' requests, the calls must be returned to confirm the booking.
- 5.3 Requests to divert to set down passengers may also be made to the driver at the time of travel.
- 5.4 The Council may provide a special telephone number and line to be used for the receipt of bookings. The line rental and installation costs will be paid by the Council. Any outgoing calls will be charged to the Contractor.
- 5.5 The Contractor will be required to make and keep records of the additional journeys or additional sections of journeys operated on demand, to the satisfaction of the Council.
- 5.6 The Council operates a "Travel Response Centre" within the Integrated Transport Unit to facilitate the operation of demand responsive services. The Specification of Service may state that bookings for demand responsive transport are to be handled by this means. The Travel Response Centre includes a central call centre to receive bookings and will communicate them to the Contractor and/or direct to the appropriate vehicle operating the Service. The Council may supply at no cost to the Contractor equipment and/or software to be used by the Contractor in connection with the handling of booking for demand responsive transport services made through the Travel Response Centre.