



Code of Practice for School Transport Operation

January 2019

SUMMARY

This Code of Practice is a requirement of the Contract. Failure to comply can constitute a breach of Contract and may result in the Contractor being penalised or the Contract terminated.

The provisions of this Code of Practice do not replace any provisions contained in the Contract documents nor in Statute or Regulation.

OWNER

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1. Introduction

This Code of Practice is a requirement of the Contract. Failure to comply can constitute a breach of Contract and may result in the Contractor being penalised or the Contract terminated.

The provisions of this Code of Practice do not replace any provisions contained in the Contract documents nor in Statute or Regulation.

The Contractor is expected to bring the Code of Practice to the attention of local managers, and ensure that all drivers and escorts have seen or are supplied with copies of all relevant sections.

2. General

Brighter Futures for Children (BFfC) shall be sole hirer of the vehicle during any period it is carrying out the Contract.

Any change to the details of ownership of the Contractor's business must be notified to BFfC, in writing, detailing the exact nature of the change.

The Contractor undertakes to keep confidential and not to disclose, without the BFfC's written consent, any confidential information supplied by BFfC save when ordered to do so by a court or Tribunal of competent jurisdiction.

The Contractor shall not, whether him/herself or by any person employed by him/ her to provide the service, solicit any gratuity, tip or any other form of money/gifts/payment in kind, or charge for any part of the service other than bona fide charges approved by BFfC.

The Contractor and employees shall not hold themselves as being an agent of BFfC and are not authorised to enter into any contract on behalf of BFfC. The Contractor has no power to make, vary or waive any by-laws or regulation of any kind.

Any questions arising as to the right of any person to be conveyed by the Contractor on a BFfC contract shall be referred to the STS whose decision shall be final.

The Company shall not be held responsible for any damage howsoever caused to the vehicle by the passenger carried therein or from any other cause. However, BFfC shall give the Contractor reasonable assistance in obtaining restitution for damaged vehicle or equipment. The Contractor may, upon agreement with the STS, refuse to provide a pupil with transportation until vandalism damage caused by such pupil is paid in full.

The Contractor must meet all legislation relating to Environmental standards as enacted by Governing bodies at all operational bases and in the standard of vehicles operated.

3. Licensing, Insurance and Indemnification

The Contractor shall for the duration of the Contract, keep in force the Licence/Permit relevant to the vehicles being operated to fulfil the Contract and shall produce the relevant Licence at any time as requested by BFfC or Reading Borough Council for inspection by authorised officers.

In the event that the said Licence/Permit shall be suspended/revoked or have conditions attached which inhibit the operation of the Contract, the continuation of the Contract will be immediately determined. The Contractor shall pay to the Company the amount of any direct loss/damages caused to the C.

The Contractor shall notify BFfC within 7 days of any change to his PCV Operator's Licence or permit. The Contractor shall provide details (if requested) of the Certificate of Professional Competence held in respect of his/her undertaking and shall notify BFfC in writing immediately, if requested, of any changes relating to the holder of the Certificate.

The Contractor shall at the commencement of the Contract period and thereafter, on request, produce to BFfC a copy of the Insurance Policies together with documentary evidence that such insurances are properly maintained. Any and all changes to insurance cover should be conveyed to the School Transport Service within 7 days of the change taking place.

As well as the insurance cover for the vehicles, the Contractor should also have adequate Public Liability Insurance.

Cover in respect of personal injury or death of any person arising under a contract of service with the Contractor and arising out of an incident occurring during the person's employment shall be maintained by the Contractor and shall comply with any Statutory orders e.g. Employer's Liability (Compulsory Insurance) Act 1969.

The Contractor shall indemnify BFfC, RBC, its Councillors, officers and employees from and against any claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of the Contractor in the performance of this agreement, except to the extent that such a claim or demand arises from or is caused by the negligence or wilful misconduct of BFfC, its agents or employees.

4. Contract Revision, Conditions, Invoicing and Payment

The Contractor shall submit invoices for the preceding month no later than the 10th of each month. The invoice should be emailed to Accounts.payable@reading.gov.uk (copied to School.Transport@brighterfuturesforchildren.org). The Con 1 form should be signed and stamped by the school confirming the days that the Contract operated and the original should be sent to the School Transport Service. The Con 1 should also give details of the vehicle registration, the driver and escorts' names or badge numbers and the Licence that the Contract operated under.

Invoices should be made out to Brighter Futures for Children, be individually numbered, include the Operator name that the Contract was awarded to, the address, the school name, route number and purchase order number along with the Contractor's VAT number if applicable. A purchase order number will be emailed to the operator before the commencement of the Contract. Purchase orders will be valid for the financial year (April-March) in which they were issued. New purchase orders will be issued for the start of each financial year.

The invoice will be paid at the rate in operation at the time. Any increase in daily rates, additional trips or one-off expenses will not be paid unless previously agreed.

All Invoices and 'Con 1' Forms should be accurate, clear and legible.

Contracts are awarded for three years. This can be extended by the School Transport Service in exceptional circumstances and at this point, an adjustment to the price can be sought.

The Contract may be terminated before the expiry date if the STS Manager determines that the route is no longer necessary or if otherwise mutually agreed between the STS Manager and the Contractor or if either party serves 42 days' notice of termination on the other.

The Contract will be terminated immediately if the Contractor is in breach of the following:

- Allowing a driver or escort to work on a school transport contract before being authorised to do so
- Using an unlicensed /licensed vehicle
- Carrying unauthorised passengers
- Failing to notify BfC promptly of the involvement of any school contract vehicle in a personal injury accident

5. Dealing with Information

5.1 Freedom of Information

The Contractor shall provide all relevant information which might be required by the Company/RBC without charge, and as soon as reasonably practical, in order that BfC may act fairly, properly and in accordance with its statutory obligations to the Freedom of Information Act 2000.

5.2 Data Protection

Operators are expected to be aware and understand the need to comply with the General Data Protection Regulations (GDPR).

The Operator shall promptly comply with any request from the Company/RBC requiring the Operator to amend, transfer or delete Personal Data.

The Operator shall promptly inform the Company/RBC if any Personal Data is lost, destroyed or becomes damaged, corrupted or unusable.

The Operator shall take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss, damage or destruction of Personal Data.

If the Operator or BfC receive any complaint, notice or communication which relates, directly or indirectly to the processing of Personal Data or compliance with the GDPR, both parties will co-operate to respond appropriately.

The Operator shall ensure that access to Personal Data is limited to those employees who need access to the Personal Data to meet the Operators' contractual obligations and that access is only to such parts of the Personal Data that is strictly necessary to carry out their duties.

The Operator shall ensure that all employees:

- a) are aware of the confidential natures of the Personal Data
- b) are aware of the Operator's duties and their personal duties with regard to the General Data Protection Regulations.

The Operator shall not disclose any Personal Data to a Third Party other than at the request of BfC.

The requirement to give notice of termination will not apply if BfC believes the Operator is in breach of any of its obligations regarding the handling of personal data.

The Operator agrees to keep indemnified and defend, at own expense, against costs, claims damage and expenses incurred by themselves due to any failure by the Operator or employees to comply with any obligations under the Act.

Without prejudice to BFFC's rights in relation to the approving of sub-contracting, the Operator may only authorise a sub-contractor to process Personal Data:

- c) subject to BFFC's prior consent where the Operator has supplied BFFC with details of the sub-contractor
- d) provided that the sub-contractor's contract is on terms which are substantially the same.

6. Reliability of Operation

Services shall be operated in accordance with the Contract schedule, observing all agreed stops. Contractors must ensure that all children on the schedule are accounted for. No changes shall be made without the written consent of BFFC. No contracts may be combined in any way unless previously agreed in writing by the STS.

The service shall operate on all days that the school is open.

No service shall be operated earlier or later than the scheduled time.

Delays shall be minimised and every effort made to correct consistent late running.

Contractors should whenever possible, try to designate staff to particular contracts so that children may feel more secure.

The Company reserves the right to withhold payment, or part payment, of contract sums should operators fail to provide services to a satisfactory standard, as set out in Appendix 1.

7. Service Requirements

The Operator must convey all passengers on days required according to the route Schedule. Drivers must not deviate from the route unless for an emergency or road closure. Passengers must not be taken out of the vehicle while on route, nor must the route be interrupted.

No passenger can be set down at any point other than the school/college attended or the normal alighting point to return home unless previously agreed by the STS.

Behaviour problems in the course of a journey should be reported to the school as soon as possible and where necessary to BFFC and parents concerned. The STS may instigate periods of withdrawal from contracts for pupils who behaviour problems are persistent. However, operators must be aware that BFFC has legal obligations to provide transport for certain pupils and the withdrawal of transport is a last resort after all other procedures have been exhausted, and that a Health and Safety risk has been identified to other pupils, staff or members of the public.

Advice on term dates and Inset days will be supplied by the STS before the start of each academic year, but Contractors may need to confirm specific changes e.g. in-year changes, closures for Polling Station use, etc.

At the start of each academic year, the driver must confirm pick-up times with parents.

Parents are requested, in writing, to advise if transport is not required on particular days. Should an Operator have a wasted journey through pupils not attending without notice, 50% of the daily rate can be claimed.

Parents are also advised, in writing, that the vehicle will wait for no more than 2 minutes. Drivers are advised to contact their Controller or the STS to give confirmation of the time they are pulling away

to avoid possible disputes with parents over whether the service has operated. Parents are responsible for bringing pupils to the vehicle and collecting from the vehicle in the afternoon. The driver/escort responsibility is only for pupils on the vehicle.

If there is no responsible adult available to receive a pupil in the afternoon, the driver should complete the remainder of the Contract before returning to the address. Telephone numbers on the schedule should be used to contact parents to confirm their location. If there is still no-one home, the STS should be contacted.

All points in Sections (12) and (13) relating to vehicles and Customer Care should be complied with.

8. Breakdowns, Emergencies and Road Closures

Contractors must have contingency plans for dealing with vehicle failures, staff shortages and other operational emergencies.

In the event of a vehicle breakdown, accident or similar emergency:

- a) Passengers on the vehicle shall be advised of the situation and of what arrangements are being made for them to continue their journey.
- b) The contingency plan shall be put in place and arrangements made to cover any subsequent journeys. Any additional costs incurred will be at the Contractor's expense.
- c) Where pupils are likely to be delayed in excess of fifteen minutes, the operator shall inform the school and the STS immediately.
- d) In the event of a Road Traffic Accident, or where a driver is reported for any Road Traffic Offences, which occur whilst children are being conveyed, the STS must be informed immediately and a written report submitted within 3 days. This may be emailed.

In the event of a short-term emergency closure of any part of the scheduled route, the Contractor shall endeavour to maintain the service by following the signposted diversion or where not available, the safest appropriate diversion route. This shall be at the Contractor's expense. If a pupil lives within the closed area, it may be necessary to telephone the parent and arrange a point where the vehicle can be met.

9. School Closures

Payment is made only for days when the school is open with part-payment made in exceptional circumstances.

9.1 Adverse Weather Conditions

Headteachers will assess conditions and when unable to open, will follow BFFC's procedures. Operators and parents are asked to tune into local radio stations during periods of adverse weather for details of school closures.

The Operator shall make every reasonable effort to run the service in adverse conditions of snow, ice, flood or any other extraordinary circumstances.

Where it has not been possible to operate a school transport contract in the morning, the Contractor should liaise with the school and the STS to confirm whether any pupils require transport in the afternoon.

When weather conditions deteriorate during the day, schools may make the decision to close early. Operators should ensure that their published contact number is manned during the times stated in Section 14 of this code and ensure that they have up-to-date contact details for drivers and escorts so that pupils can be collected as promptly as possible.

When a Contractor has attempted to operate a contract but been unable to complete, 50% of the daily rate will be payable. Details should be provided on the 'Con 1' form returned with the monthly invoices and confirmed by the school.

9.2 Inset Days

A list of the Inset Dates provided by schools will be supplied to Operators at the start of each Academic year. Schools should notify the Contractors and the STS of any changes to these dates. Any costs incurred due to this information not being supplied should be charged to the school.

9.3 Other Closures

A number of schools are designated as Polling Stations during elections and schools are responsible for notifying the Operators if this requires them to close.

Unexpected emergencies requiring a school closure e.g. gas leak, interruption to power, water, heating supplies will be notified to the Operators and the STS. Where necessary, announcements will also be made on local radio stations and published on their websites.

Payment will only be made for journeys attempted prior to notification of closures being received.

10. First Aid/Infection Control/Illness

Although First Aid kits are required on vehicles, staff should not undertake any procedure beyond their training. Medical help should be sought where necessary.

No medication or drugs should be given to a pupil (unless instructed to do so for a named passenger following training).

In the event of an emergency an ambulance should be called once the vehicle is parked in a safe place, identifiable for the ambulance to locate.

If a pupil appears ill at the start of the day, staff should confirm with the parent that the child is fit enough to be in school. If a pupil becomes ill while at school, it is the parents' responsibility to collect their child.

Should a pupil become ill during transit, the driver should return him/her home, after first checking that there will be a responsible adult available.

Basic rules of hygiene should be followed. As water is not available, the use of cleansing gel should be considered where an escort or driver has direct contact with pupils. Cuts should be covered and disposable gloves used if in contact with bodily fluids.

11. Complaints Procedures

The Contractor shall have a Complaints Policy in place and shall manage all complaints relating to STS contracts.

All complaints received by the STS will be logged and investigated. Penalties for Operators in breach of their contract will be advised in writing. (See Appendix 1).

No liability shall attach to the Contractor in the event of his failure to perform any part of the Contract satisfactorily if it can be demonstrated that such failures arose wholly as a result of events which he had no control over.

12. Customer Care

Contractor's staff are vital to the smooth operation of the Contract. They not only represent the Contractor, but also indirectly BFFC. The welfare of the pupils is of paramount importance.

12.1 Brighter Futures for Children Responsibilities

BFFC's School Transport Service is responsible for:

- Determining service provision in accordance with pupil needs;
- Awarding contracts in accordance with BFFC's tendering procedures;
- Providing escort training;
- Endeavouring to ensure that pupils travelling time is kept to a minimum
- Monitoring service provision and taking action to rectify problems;
- BFFC reserves the right to withdraw transport for any pupil who presents a safety risk to other passengers.
- Transport arrangements are subject to change when pupils leave or join a route. The transport provider may also change as the Company reviews provision to ensure the most cost-effective transport.
- The Company will not fund additional journeys or routes which are put in place by anyone other than officers within the SEN or School Transport sections, without prior approval of the relevant budget holder.

12.2 Escort Responsibilities

- Escorts should have undergone an enhanced DBS check attended a Readibus or PATS Training day, and be wearing an identity badge issued by BFFC during working hours. The DBS check and badge will be renewed every 3 years.
- Escorts should be aware of the Code of Practice and any contingency plans laid down by the Contractor regarding breakdowns, accidents or other emergencies. Staff should ensure they have emergency contact numbers for the parents of pupils travelling on their routes.
- Escorts should ensure that pupils board and alight safely by keeping doors closed while vehicle is moving, not allowing children to open or closing doors and ensuring that pupils are well clear of the vehicle before driver moves off. Parents are responsible for bringing pupils to the vehicle and collecting them in the afternoon – the escort should not leave pupils on the vehicle unsupervised at any time.
- The escort should ensure all luggage is stowed safely and that pupils have seat belts or other harnesses and seats secured.
- The escort should, as far as possible, sit where the pupils can be watched. Clear guidelines should be set as to what is acceptable behaviour. Severe or persistent misbehaviour should be notified to the school.

- The escort should exercise reasonable control and ensure pupils do not hinder the driver. Escorts should not engage in confrontational situations with parents but report the incident to the employer or the School Transport Team.
- Under no circumstances should an escort strike a pupil. Where pupils are involved in a fight or confrontation, minimum, appropriate, physical restraint may be used (Where there are concerns, training will be given).
- Escorts should never use foul language or abusive gestures but should maintain a courteous, professionally detached relationship with the pupils, parents, school staff and the driver. Inappropriate conversation topics will be avoided. Staff should not tease, play or 'fool around' with passengers and should not interfere with their belongings. All passengers should be treated with care, respect and dignity.
- Physical contact with pupils will be kept to a minimum. Staff are not permitted to lift children on/off vehicles.
- In the event of an accident or breakdown, the escort will remain with the children.
- The escort will co-operate with Company/RBC officers, teachers and parents to resolve problems, reporting any issues felt to be relevant to the child's wellbeing. Incidents, conversations or behaviour changes can indicate a pupil has a problem.
- Escorts should be aware of the General Data Protection Regulations and understand that information about the pupils is confidential. Any written notes should be kept in a safe place which cannot be accessed by others.
- If no-one is available to receive a pupil at the end of the day, escorts should be prepared to take the child for the remainder of the journey before returning to the pupil's house. It is helpful for staff to ensure they have contact numbers for the parents in case of an emergency.
- Escorts should ensure that pupils do not eat on the vehicles to reduce the risk of choking and to avoid medical conditions and allergies being aggravated.
- No smoking is permitted during working hours.
- Escorts should not be in possession of alcohol, drugs or offensive weapons.
- The Escort should be trained to use any equipment provided e.g., harnesses, car seats, etc.

12.3 Driver Responsibilities

- Drivers should not drive a vehicle they consider to be unroadworthy. The vehicle should be plated and the driver should display his Identity Badge at all times.
- The schedule should be followed using only designated pick up points.
- The driver should be aware that the schedules contain information relating to pupils which is confidential and they should not be left in places where they can be accessed by others.
- Always park so that pupils alight on the pavement and not in the carriageway and make sure all pupils are clear of the vehicle before moving off.
- Drivers should not allow any unauthorised passengers to travel.
- A courteous, professionally detached relationship should be maintained with pupils, parents, school staff and escort.
- The driver should exercise reasonable control, assisting escorts when one has been provided. Drivers should not engage in confrontational situations with parents but report the incident to the employer or the School Transport Team
- Under no circumstances should a driver strike a pupil. Where pupils are involved in a fight or confrontation, minimum, appropriate, physical restraint may be used (Where there are concerns, training will be given).

- Drivers should never evict a pupil from the vehicle, but should report misbehaviour to staff.
- Drivers should never use foul language or abusive gestures. Inappropriate conversation topics will be avoided. Staff should not tease, play or 'fool around' with passengers and should not interfere with their belongings. All passengers should be treated with care, respect and dignity.
- Inappropriate conversation topics and language must be avoided. Physical contact with pupils should be kept to a minimum.
- The driver should ensure that school transport signs and route numbers are displayed correctly.
- Children should not open and close doors – childproof locks should be used where available. Before moving away, drivers should ensure that all passengers are seated and that appropriate seat belts/restraints are secured.
- The driver should never leave pupils unattended. When returning pupils home the driver should wait until the child is received by a responsible adult.
- The driver should be trained to use any equipment provided e.g. ramps, lifts, harnesses, fire extinguishers, strap cutters etc.
- Most schools have arrangements for parking, picking up and setting down within the grounds and drivers are expected to co-operate with their procedures-
- Drivers should adhere to speed limits, not use mobile phones unless parked and are not permitted to smoke. Where practicable, drivers should switch off vehicle engines to reduce smoke emissions, noise and other pollutants. Vehicles should not be left unattended. If a driver leaves the vehicles it must be secured locked and parked in a safe and appropriate place.
- The driver should be aware of procedures in the event of a breakdown, accident or other hazard such as fire. All incidents should be reported as soon as is possible.
- The driver should not be in possession of alcohol, drugs or offensive weapons.
- The driver should be aware and compliant with regulations relating to Drivers' hours.
- The driver should advise their employer, and, if necessary, the DVLA, Swansea of any change in their medical condition which may affect their fitness to work.

12.4 Operator Responsibilities

- In addition to meeting the standards set out in this Code of Practice, Contractors must still meet all statutory requirements associated with operating public licensed transport services whether they be PCV, Hackney Carriage Vehicles, Private Hire Taxis or School Plate Vehicles.
- The operators should have read the Code of Practice for School Transport Operations which forms part of the Contract between the Operator and the Company. This covers reliability of operation, procedures for breakdowns and emergencies, customer care, vehicle provision and maintenance, contact details, and service monitoring.
- The operator should ensure that all legislation relating to the transport provision is adhered to including, licensing, badged staff, vehicle maintenance, provision and displaying of school transport signs, wheelchair floor tracking, harnessing and tail lift testing and maintenance, record keeping etc. All records should be available for inspection by the staff from BFFC or RBC as required.
- The operator is responsible for ensuring that staff are aware of procedures for breakdowns, accidents or other incidents
- The operator will ensure that all employment regulations are met for both drivers and escorts. No staff should be paid at a rate below the Government's National Living Wage.

- The operator should ensure staff are aware of the General Data Protection Regulations and ensure they understand how pupil information should be handled.
- Wherever possible, a regular escort should be assigned to contracts and parents advised should a change be required.
- Compliance with the Code of Practice and any costs incurred in doing so are the responsibility of the Contractor. BFfC will support Contractors acting in accordance with the Code of Practice and in some cases may give practical assistance, (provision of certain special needs equipment, etc) and any guidance where sought.
- It is the Contractor's duty and first priority to ensure that no person works on a School Transport contract before they have been cleared and authorised by the STS.

12.5 School Responsibilities

- Staff should be available to transfer pupils between the vehicle and the classroom. Escorts and driver should not leave pupils unattended while accompanying other pupils from classrooms.
- The school should ensure that loading areas are as safe as possible, minimising the movement of pupils round moving vehicles.
- Changes which affect the transport provision e.g. early closures, school trips, pupils leaving etc should be notified as soon as possible. Minor changes can be notified direct to the operator. Changes which may affect the cost to the Company should be notified to the School Transport Service.
- The Operators will present a Con 1 form at the end of each month. These should be signed by authorised signatories at the school to confirm the number of days transport has been provided.
- Monitoring forms are available for schools to survey the transport and advise of any concerns they may have.
- Advice maybe sought from school staff regarding problems that may arise with individual pupils.

13. Vehicles

All vehicles used in the provision of a service shall:

- a) Comply with all aspects of relevant legislation and regulations. Be taxed, tested, insured, licensed, well maintained, (Wheelchair accessible tail-lifts, ramps, etc, will require separate maintenance records) and in every way fit for service.
- b) Be licensed with a Local Authority as either Hackney Carriage, Private Hire or School Vehicle or display an 'O' Licence or Section 19 permit issued by the Traffic Commissioner.
- c) Have the capacity to meet the seating requirements of the Contract and any items, such as wheelchairs stated on the schedule. Vehicles must also be suitable for the route covered.
- d) Display the school sign, as required by legislation, in the appropriate position.
- e) Display the Contract number so that it is clearly visible to intending passengers.
- f) Be designated as 'Non-Smoking' throughout the vehicle.
- g) Have floor restraints fitted for the purpose of passengers who need wheelchairs for transportation. At no time should wheelchair passengers be transported in vehicles that do not have floor restraints fitted. The Contractor must ensure that equipment is available to ensure passengers are secured in an appropriate way to meet current guidance and legislation and that staff are familiar with its use.

- h) Be vehicles that are fitted with 3-point lap and diagonal seat restraints, and these should be properly maintained and records kept of any maintenance checks at all times. Records should be available for inspection by BFfC, the Council and its officers.
- i) Be fitted with specialist harnesses, seats or wheelchair straps when required for individual pupils. If necessary the equipment will be supplied on loan by the School Transport Service. The Contractor will be required to collect and return the equipment. Operators may elect to use their own equipment which must be suitable for the pupil and meet with all legislative requirements.
- j) Equipment which is maintained and kept in good working order.
- k) Be fitted with a fire extinguisher.
- l) Be kept clean, free from litter and graffiti.

14. Other Matters

- a) The Contractor must submit in writing the name, details and contact numbers of his/herself or their nominated supervisory staff who shall be responsible for implementing contingency plans in the event of service failure or other emergency between the hours of 07:30 – 17:00hrs.
- b) The Contractors should supply a contact number, which is open to the public on every school day between the hours of 07:30 – 17:00hrs.
- c) Copies of any letters sent directly to the Contractor by members of the public/parents concerning the operation of the service shall be sent directly to the School Transport office, within five days of receipt, together with a copy of the Contractor's reply.
- d) Brighter Futures for Children reserves the right to question the suitability of Contractors' staff employed on School Transport contracts. The Contractor shall provide a replacement if requested to do so.

15. Service Monitoring

- a) Contractors shall co-operate at all times with the duly authorised and identified officers of BFfC or the Council engaged in collecting information regarding service quality and performance. Officers will be granted access to vehicles, and to travel on them if necessary, to monitor the operation.
- b) Contractors shall not conduct their business in a manner, which might lead to a loss of public confidence in the service, which they provide.
- c) Financial, statistical and operating information or data requested by BFfC in respect of contracted services shall be submitted in the form and frequency stipulated by BFfC. Detailed statistical information will not be requested on more than four occasions each year, unless significant operational irregularities have come to light.

Appendix 1

Penalties for not complying with the terms of the Contract

It is expected that all contracts operate within the terms of the Contract and the Code of Practice. However, penalties will be enforced as outlined below:

Issuing of 10 Penalty Points:

- Driver or escort using inappropriate or abusive language
- Failure to submit invoices by the 10th of the following month
- Failure to display school bus signs as legally required
- Failure to observe any of the pick-up and drop off points
- Failure to advise the school/STS of the late running of a contract

Issuing of 20 Penalty points

- Failure to notify BfFC of any Road Traffic Accident involving a vehicle on a school transport contract
- Carrying passengers not on the schedule

If 100 points are accrued during a term (3-term year), the Contract will be reviewed and either withdrawn or a Final Warning letter issued. Any offence following the issue of a Final Warning letter will result in the Contract being withdrawn.

A penalty of up to 50% of the daily rate and 20 Penalty Points:

- Service operating more than 15 minutes late
- Failure to supply an escort where stipulated on the schedule
- Amalgamating separate contracts without the prior agreement of BfFC or mixing children from other contracts or schools onto one vehicle
- Failure to pick up all passengers on the schedule due to use of a vehicle smaller than specified or a vehicle not equipped with the features required by the Contract
- If the Contractor assigns a contract to an operator who is not on BfFC's current list of Approved Operators

If 100 points are accrued during a term (3 term year), the Contract will be reviewed and either withdrawn or a Final Warning letter issued. Any offence following the issue of a Final Warning letter will result in the Contract being withdrawn.

Immediate withdrawal of contract:

- Use of an unplated or unlicensed vehicle.
- Use of unauthorised or unbadged driver or escort.
- Failure to notify BfFC promptly of the involvement of any school contracts in a personal injury accident.
- Failure to fully observe Safeguarding/Child Protection procedures

The Contractor will be informed in writing within 5 working days, and the next contract payment will be reduced by the appropriate daily rate. Appeals against penalties will be considered if lodged within fourteen working days of receipt of notification.



BFFC expects all Contractors to operate according to the schedule and Code of Practice, and will monitor services to ensure compliance.

Any appeal against the issue of a penalty for non-compliance of the Contract should be lodged in writing within fourteen days of notification to the address shown.



Appendix 2

Contract Price Adjustments

Any alteration to the initial Tender Sum due to changes to the route shall be negotiated between the Contractor and the School Transport Services Manager. This includes increases due to additional children/address changes as well as decreases due to pupils leaving or reduction in the mileage.

Any journey aborted upon arrival at the inward departure point because of non-attendance by the child will be paid at 20% of the journey cost. The return journey is automatically cancelled at no cost to the Company unless otherwise instructed by the STS. No payment will be made where cancellation is made in advance.

Appendix 3

Definitions

In all documents relating to contracts for the provision of services secured by the School Transport Service the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

The “Contract” shall mean the Form of Tender, the Service Specification Schedules (including information appended by the Contractor), the Letter of Acceptance, Code of Practice for School Transport and the Conditions of Contract;

The “Contractor” means the person, firm or company whose tender has been accepted by the Company;

The “Company” refers to Brighter Futures for Children Ltd who provide children’s services on behalf of Reading Borough Council.

The “Council” refers to Reading Borough Council

The “Operator” means the person, firm or company under whose operating licence the service is provided;

The “Schedule” shall mean the detailed route schedule as completed by the School Transport Service, excluding any items specifically included for information;

The “Tender Sum” means the daily rate to the Company quoted by the Contractor for the execution of the Contract at the commencement date.

Abbreviations

DBS	-	Disclosure and Barring Service
PCV	-	Passenger Carrying Vehicle
BfFC	-	Brighter Futures for Children
RBC	-	Reading Borough Council
STS	-	School Transport Service

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