

SCHEDULE 1

GENERAL SPECIFICATION

1. SERVICE PROVIDER COMPLIANCE

- 1.1 The Service Provider and its Personnel shall at all times observe and comply with the terms of this Schedule 1 (General Specification) and its Appendices listed below:
- 1.1.1 Appendix 1 (CCTV Guidelines);
 - 1.1.2 Appendix 2 (Health and Safety);
 - 1.1.3 Appendix 3 (Dress Code);
 - 1.1.4 Appendix 4 (Safeguarding, Contractor's Compliance and Driver's Code);
 - 1.1.5 Appendix 5 (Contingency Arrangements);
 - 1.1.6 Appendix 6 (Vehicle Specification);
 - 1.1.7 Appendix 7 (Guidelines on Physical Restraint); and
 - 1.1.8 Appendix 8 (Standards of Behaviour).
- 1.2 Where there is any conflict or inconsistency between the provisions of this Schedule 1 (General Specification), such conflict or inconsistency shall be resolved according to the following order of priority:
- 1.2.1 the main body paragraphs of this Schedule 1 (General Specification),
 - 1.2.2 the Appendices to this Schedule 1 (General Specification) other than Appendix 4; and
 - 1.2.3 Appendix 4 to this Schedule 1 (General Specification).

2. VEHICLES

- 2.1 This agreement concerns the provision of passenger transport services through a series of Contracts for Route Instruction awarded following a mini-competition under a DPS. Appendix 6 (Vehicle Specification) of this Schedule 1 (General Specification) sets out the Authority's Vehicle specification requirements for the Services.

3. SEAT BELTS

- 3.1 All Vehicle seat belts must adhere to and be maintained in accordance with the prevailing European Union and UK legislation and standards for safety belts and anchorage.
- 3.2 If a Vehicle with seat belts fitted is being used in the delivery of the Services then the Service Provider must ensure that it, its Personnel or its servants or agents ensure passengers wear them (usually at the beginning of the journey or at a point where most passengers have boarded). Only passengers that produce an exemption certificate from their doctor shall be allowed to travel without a seat belt. The exemption number must be logged and will be recorded in the passenger's specific risk assessment which will accompany the Route Instruction. In all other cases a "no belt no trip" policy should be enforced by the Service Provider. The Service Provider should also put stickers on the Vehicle reminding passengers to wear seat belts, but the driver must still tell them verbally at least once during the journey. If a passenger refuses to wear their seat belts the driver should report this to their operational manager.
- 3.3 The Service Provider's driver should not physically place the seat belt on the passenger unless

assistance is required or requested.

- 3.4 Although some taxi regulations may exempt Drivers from wearing seat belts whilst transporting passengers, the Authority requires **all** Drivers to wear their seat belts whilst providing Services pursuant to this agreement, other than with the prior agreement of the Authority or in exceptional or emergency circumstances.

4. INSPECTION OF VEHICLES AND MONITORING

- 4.1 Notwithstanding Clause 28 (Audit) of this agreement, at all times during the Term, the Authority may, on giving reasonable prior notice to the Service Provider (or sooner in the case of emergency) inspect, examine and audit the provision of the Services and compliance with the terms of this agreement. The Service Provider shall at all times co-operate with such inspection, examination and audit by:

- 4.1.1 maintaining all documents, materials relating to Services, Vehicles, and records (which, for the avoidance of doubt, includes all books, vouchers, passenger information, vehicle inspections and accounts) referred to in this agreement or otherwise specified from time to time by the Authority;
- 4.1.2 granting to, or procuring for, the Authority such reasonable rights of access to any sites at which are kept any Vehicles, equipment or materials used by the Service Provider in the provision of the Services or any documents, materials or records referred to in paragraph 4.1.1 for the purposes of inspecting such Vehicles, equipment, documents, materials or records;
- 4.1.3 making available any Vehicle for inspection at such places as may be specified for such purpose by the Authority;
- 4.1.4 within a reasonable time of receiving a request to do so, providing to the Authority copies of all or any of the documents, materials or records referred to in paragraph 4.1.1; and
- 4.1.5 providing members of its staff who are properly qualified to do so answer the Authority's questions arising from such inspection, examination and audit,

provided that the Authority shall use all reasonable endeavours to ensure that such rights are exercised in such a way as to cause minimum disruption to the Service Provider's business.

- 4.2 For the avoidance of doubt, the above provisions include the right for the Authority's internal or external auditor upon giving not less than seven (7) days previous notice in writing to examine and at the Authority's own cost take copies of such documents as the Authority may reasonably require which are owned, held or otherwise within the control of the Service Provider (who shall procure that any person acting on its behalf who has such documents and/or other information shall also provide reasonable access) and may require the Service Provider to produce such oral or written explanation as the Authority reasonably and properly considers necessary for the purposes of the preparation, examination and certification of the Authority's accounts and or any examination pursuant to any statutory provision that affects the economy, efficiency and effectiveness with which the Authority has used its resources.
- 4.3 If, after an inspection, examination and/or audit has been carried out by the Authority, it is of the opinion that the Services are not being performed in accordance with the terms of this agreement, the Authority may give written notice within fourteen (14) days of such an inspection, examination and/or audit requiring the Service Provider to remedy such defects as may be specified. In particular, the Authority may instruct the Service Provider not to use any Vehicle which is found to have a defect which could, in the opinion of the Authority, affect the safety of passengers carried in the performance of the Services or any other contract between the Service Provider and the Authority (and the Authority's costs of inspection shall be recoverable as a Service Credit).
- 4.4 In such circumstances, the Service Provider shall provide and meet the cost of any

alternative Vehicle required in the performance of the Services which shall comply with all legal requirements and regulations.

- 4.5 Any Vehicle found to be defective shall not be used to provide the Services until the Authority is satisfied that the defects have been rectified and the Vehicle is fit for purpose and complies with all legal and other requirements specified in this agreement.
- 4.6 If after service of written notice by the Authority in accordance with paragraph 4.3, the Service Provider fails to remedy the defects specified the Authority may terminate this agreement for irremediable material breach in accordance with Clause 30.1.1 (Termination for breach).

5. CONTINUITY OF PERFORMANCE

- 5.1 The Service Provider shall immediately notify the Authorised Officer of any Contingency. If at any time the Service Provider becomes aware of any act or omission or any proposed act or omission by the Authority or by any member, official or employee of the Authority which prevents or hinders or may prevent or hinder the Service Provider from providing the Services in accordance with this agreement then the Service Provider shall immediately inform the Authorised Officer of that fact. For the avoidance of doubt the Service Provider's compliance with this paragraph 10.5 shall not in any way relieve the Service Provider of any of its obligations under this agreement.
- 5.2 The Service Provider shall immediately notify the Authorised Officer of any actual or potential problems relating to the Service Provider's own suppliers that affects or might affect its ability to provide the Services.
- 5.3 The Service Provider shall be responsible for providing the Services in accordance with the terms of this agreement at all times (at no extra cost) during any industrial action by its own Personnel (the "**Service Provider Personnel Contingency**") but the provisions of this paragraph 5 shall apply to any other Contingency.
- 5.4 The Service Provider shall prepare Contingency plans and arrangements and submit details thereof to the Authorised Officer on request. For the avoidance of doubt, it is recognised that such plans and arrangements may be inspected by the Authority and, where necessary, amendments required by the Authority shall be made thereto. Where such amendments are notified in writing, the Service Provider shall within a reasonable time make such amendments and confirm in writing to the Authority that such amendments have been made.
- 5.5 In the event of any Contingency (save for the Service Provider Personnel Contingency), the Service Provider shall provide the best possible substituted service as determined by the Authorised Officer. The cost of such substituted service shall apply with effect from the date of the commencement of the Contingency and shall (where appropriate) be based upon the rates contained in the relevant Pricing Schedule.
- 5.6 If the Service Provider's performance of its obligations under this agreement is affected by any Contingency then:
 - 5.6.1 it shall give written notice specifying the nature and extent of the Contingency, immediately upon becoming aware of the Contingency, and shall at all times use all reasonable endeavours to mitigate (so far as that is possible) the impact of the Contingency;
 - 5.6.2 the date for performance of such obligation shall be deemed suspended only for a period equal to the delay caused by such event; and
 - 5.6.3 unless otherwise agreed in writing, it shall not be entitled to payment from the Authority in respect of extra costs and expenses incurred by virtue of the Contingency.
- 5.7 If the Contingency in question prevails for a continuous period in excess of seven (7) days after the date on which the Contingency begins, the Authority, without prejudice to any other right or remedy available to it, shall then be entitled to give notice in writing to the Service

Provider to terminate this agreement without liability. The notice to terminate must specify the termination date, which must not be less than seven (7) days after the date on which the notice to terminate is given. Once the notice to terminate has been validly given, this agreement shall terminate on the termination date set out in the notice.

- 5.8 In the event of the Service Provider being unable to maintain the Services to the standards envisaged by this agreement, the Service Provider shall, without prejudice to any other remedies of the Authority, permit the Authorised Officer and its staff to have access to the unrestricted use of such machinery, equipment and materials (save for Vehicles owned and/or operated by the Service Provider, unless otherwise agreed in writing between the Parties) being the property of the Service Provider deemed necessary to maintain the Services by the Authorised Officer during industrial action, or any other such occurrence, without additional charge.
- 5.9 The Service Provider shall notify the Authority immediately of any significant change (which shall include any proposed change) in the circumstances relating to the provision of the Services.
- 5.10 The Service Provider shall provide such relevant information as the Authority may reasonably require concerning the Services within twenty-eight (28) days of receiving a request for the same from the Authority.
- 5.11 Any matter, which is not classified by either Party as a dispute to be resolved by the process set out in Clause 20 (Dispute resolution and assistance in legal proceedings), shall require the Parties to initially seek to resolve such matter in good faith by local discussion (and escalation as necessary) and only if that fails should that matter then be resolved following the dispute resolution procedure set out in Clause 20 (Dispute resolution and assistance in legal proceedings).

6. SERVICE COMPLIANCE

- 6.1 With each operator claim form (invoice) delivered to the Authority in accordance with Clause 11 (Payment) (and specifically Clause 11.4 (Payment)), the Service Provider shall provide the Authority with a statement showing:
 - 6.1.1 failures in the achievement of the Service Levels specified for any Contracts for Route Instructions during that calendar month period for that invoice; and
 - 6.1.2 such other reasonable information as the Authority may from time to time specify.

7. DRIVERS AND OTHER PERSONNEL OF THE SERVICE PROVIDER

- 7.1 The Service Provider and its Personnel shall at all times observe and comply with the law relating to road traffic, the Highway Code and the legislation and regulations relating to Drivers' hours.
- 7.2 It is the Service Provider's responsibility to ensure safeguarding of all Clients, passengers and staff used in the performance of this agreement. Service Providers must ensure that they and their employees understand and follow the guidance issued in the Policies and any subsequent revisions. The Service Provider or any of its Personnel found not to be following this guidance will be deemed to have committed a breach of this agreement and maybe liable to immediate suspension from any and all Contracts for Route Instructions while an investigation is conducted.
- 7.3 The Service Provider shall provide a competent Driver of clean and smart appearance who is qualified to drive or operate the type of Vehicle used in the performance of this agreement. The Service Provider must ensure that all Drivers hold a current driving licence of the appropriate class for the Vehicle concerned by regular inspection of Drivers' licences and shall keep records of such checks. Failure to provide a Driver with the appropriate Licence may result in the Authority terminating this agreement for irremediable material breach in accordance with Clause 30.1.1 (Termination for breach).

- 7.4 The Service Provider shall ensure that every member of the Personnel at all times renders a competent, sober and courteous service and that all such persons are properly and sufficiently trained and instructed with regard to all aspects of the provision of the Services and in particular (but without limitation) with regard to:
- 7.4.1 the particular tasks that person has to perform;
 - 7.4.2 all of the relevant provisions of this agreement;
 - 7.4.3 all relevant rules, regulations and procedures (including, but not limited to risk of fire, fire precautions and health and safety at work); and
 - 7.4.4 having a command of the English language sufficient to allow effective communication with Clients.
- 7.5 The Service Provider shall require all Personnel to comply with the dress code set out in Appendix 3 (Dress Code) to this Schedule 1 (General Specification) when performing the Services, including wearing, if instructed, at all times a clearly visible identification badge of a type and design agreed with or, in default of agreement, specified by the Authorised Officer.
- 7.6 When this agreement involves the transport of Clients:
- 7.6.1 no Driver shall be employed in the performance of an unescorted Contract for Route Instruction until the Authority has given approval. Failure to comply shall entitle the Authority to terminate this agreement for irremediable material breach in accordance with Clause 30.1.1 (Termination for breach);
 - 7.6.2 (for an unescorted Contract for Route Instruction) the Driver shall wear an identification badge issued by the Authority at all times during the performance of any Contract for Route Instruction;
 - 7.6.3 identification badges issued by the Authority shall remain the property of the Authority and must be returned to the Authority immediately upon request or when the badge holder leaves the employment of the Service Provider;
 - 7.6.4 the Service Provider shall ensure that the Driver is aware of, and observes at all times, any health and safety requirements of the passengers as communicated to the Service Provider by the Authority or its agents, and comply with the all applicable health and safety legislation and regulations including but not limited to the Health and Safety at Work etc. Act 1974 and the Manual Handling Operations Regulations 1992 (SI 1992/2793);
 - 7.6.5 the Service Provider shall ensure that the Driver is aware of, and observes at all times, the procedure for dealing with unacceptable behaviour set out in Appendix 8 (Standards of Behaviour) to this Schedule 1 (General Specification); and
 - 7.6.6 the Service Provider and its Drivers and other Personnel shall comply with the Policies and such reasonable codes of conduct and practice relating to the provision of the Services as the Authority may from time to time direct or any replacements from time to time provided by the Authority which, for the avoidance of doubt, shall include codes of conduct and practice relating to the following:
 - 7.6.6.1 the care of passengers on Contracts for Route Instructions, as stipulated by the Authority from time to time;
 - 7.6.6.2 the requirement to attend specific training programmes targeted at members of the Personnel employed in the provision of the Services, as stipulated by the Authority from time to time;
 - 7.6.6.3 environmental standards; and

- 7.6.6.4 the operation and use of CCTV and the delivery of footage to the Authority.
- 7.7 The Service Provider and all Personnel shall regard as confidential and shall not disclose to any person other than a person authorised by the Authority any Confidential Information acquired by the Service Provider or the Personnel in connection with the provision of the Services.
- 7.8 The Service Provider shall ensure that all Drivers participate in a formal Vehicle defect reporting system and shall keep records of defect reports and action taken to clear defects.
- 7.9 Where a Client is conveyed on a Contract for Route Instruction by ambulance (under the relevant Category) the Driver must have a current certificate in emergency aid unless specific exemption has been given by the Authority.
- 7.10 Notwithstanding that the Service Provider's Driver and Personnel shall comply with Schedule 3 (Policies) (including but not limited to the Authority's smoke free policy) the Driver may not smoke (including e-cigarettes) or work under the influence of alcohol or drugs at any time during the performance of this agreement. Nor will the Driver smoke (including the use of e-cigarettes) on board the Vehicle or on any Authority's premises (or premises where the Services are being performed). Smoking by any person in Vehicles shall be prohibited at all times. Failure to comply shall entitle the Authority to terminate this agreement for irremediable material breach in accordance with Clause 30.1.1 (Termination for breach).
- 7.11 Drivers will for all purposes be considered as employees, servants or agents of the Service Provider and in no sense or case shall be construed as employees, servants or agents of the Authority. Any reference to employment of Drivers by the Service Provider shall include self-employed and agency staff working for the Service Provider.
- 7.12 The Personnel shall have no contractual relationship with the Authority.
- 7.13 In the event that the Service Provider terminates the employment of any person employed by it the Service Provider hereby acknowledges, agrees and undertakes to the Authority that it shall be fully and solely responsible for any redundancy payments, rewards for unfair dismissal or compensation for loss of office arising from such termination or other compensation arising out of the employment relationship and the Service Provider shall not seek to join the Authority as a party to any proceedings which may be instituted against it in respect of such termination or otherwise. In the event that the Authority is joined as a party in any proceedings with the Service Provider in respect of such a termination or otherwise the Service Provider undertakes to fully indemnify the Authority in respect of all costs (including legal and other professional fees) expenses, awards, loss or damages which the Authority may suffer, incur or pay as a result of such proceedings.
- 7.14 The Authority may require Service Provider's Personnel used on the Contract for Route Instruction or who are involved with the day to day management of Contracts for Route Instruction to attend Authority-run training on one (1) occasion per year. No additional payment would be made for attendance at such training.

8. SERVICE PROVIDER DRIVERS AND OTHER PERSONNEL: VETTING

- 8.1 The Parties acknowledge that Clause 15 (Safeguarding) of this agreement shall apply to ensure that all individuals engaged in the provision of the Services are subject to a valid enhanced disclosure check for the disclosure of criminal backgrounds of people with access to children and/or vulnerable people undertaken through the Disclosure and Barring Service (or successor body) including a check against the adults' barred list or the children's barred list, as appropriate. Failure to comply may result in the Authority terminating this agreement for irremediable material breach in accordance with Clause 30.1.1 (Termination for breach).
- 8.2 To ensure that all persons previously barred from the provision of contracted work provided by the Authority are identified, the Service Provider, where there is no requirement to obtain a Disclosure and Barring Service identification badge and to obtain an enhanced Disclosure and Barring Service disclosure check, must contact the Authority to confirm the status of all

- members of current or prospective Personnel. For the avoidance of doubt, this applies to all contracted passenger transport services where there is no requirement to obtain a Disclosure and Barring Service identification badge and an enhanced Disclosure and Barring Service disclosure check. The Service Provider shall be required to provide the Authority with the Personnel individual's name and date of birth. A breach of this procedure, where a Service Provider has used a barred person on an Authority's passenger transport service Contract for Route Instruction shall render the Service Provider liable to disciplinary action and allow the Authority may terminate this agreement for an irremediable material breach in accordance with Clause 30.1.1 (Termination for breach).
- 8.3 The Service Provider must advise the Authority of the names of any of their Personnel involved in the day to day management of Drivers who may have direct unsupervised access to a Client. Any such Personnel advised by the Service Provider must have been subject of an enhanced disclosure check undertaken through the Disclosure and Barring Service check and been approved by the Authority. Failure to comply may result in the Authority terminating this agreement for irremediable material breach in accordance with Clause 30.1.1 (Termination for breach).
- 8.4 By virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (SI 1975/1023) (as amended), the provisions of sections 4(2) and 4(3) (b) of the Rehabilitation of Offenders Act 1974 do not apply to persons whose employment means that they are working in a "regulated activity" within the meaning of the Protection of Freedoms Act 2012 (this covers persons whose employment involves driving Vehicles conveying children in connection with the Services).
- 8.5 If the information given to the Authority by the Disclosure and Barring Service in response to a check carried out in accordance with paragraph 8.2 discloses conduct by a member of Personnel which by its nature makes them unsuitable to be employed in providing or supervising the provision of journeys transporting Pupils or who have access to children or any vulnerable persons the Service Provider shall not employ such member of the Personnel in such provision or supervision.
- 8.6 The Authority shall provide Disclosure and Barring Service identification badges which must be worn by Drivers and other relevant Personnel at all times in the provision of the Services.
- 8.7 Where a member of the Service Provider's Personnel leaves the employment of the Service Provider, the Service Provider must inform the Authority without delay, providing, if possible, details of any new employer. Where a Service Provider employs an individual who possesses an Authority Disclosure and Barring Service identification badge, the Service Provider must inform the Authority without delay.
- 8.8 Where a member of the Service Provider's Personnel, who has been issued with a Disclosure and Barring Service identification badge and no longer wishes to accept contracted work provided by the Authority, the Service Provider must inform the Authority immediately, recover the Disclosure and Barring Service identification badge and return the badge to the Authority.
- 8.9 The Authority shall be entitled to object to the use by the Service Provider of any person as Driver in the performance of this agreement (provided that the Authority shall not so object frivolously or vexatiously) as follows:
- 8.9.1 if upon assessment of information provided via the Disclosure and Barring Service it is felt that there is a safeguarding risk to those on contracted transport, then permission will be denied to work on Authority contracts and the issue of a badge will be refused;
- 8.9.2 where information comes to the attention of the Authority that indicates the Service Provider's Driver or Personnel may pose a safeguarding risk while working on the Authority's Contracts for Route Instructions, they may be subject to the suspension or withdrawal of this permission. Upon receipt of the Authority's notification (by e-mail or telephone) that there is a safeguarding risk, the Service Provider shall cease to use the relevant person(s) in the performance of Contracts for Route Instructions with immediate effect and provide a suitable replacement to continue such Contracts for

Route Instructions. The Authority reserves the right, without prejudice, to suspend the Service Provider employee from all Contracts for Route Instructions duties while investigations take place; or

- 8.9.3 if for any Driver it is reasonably considered by the Authority that their continued use on a Contract for Route Instructions or similar Contracts for Route Instructions would be inappropriate, the Authority reserves the right, acting reasonably but without prejudice to any other rights or remedies available to the Authority, to suspend the Driver from carrying out duties as an employee of the Service Provider under any of the Authority's Contracts for Route Instructions.
- 8.10 The Service Provider shall seek references from previous employers when appointing any member of their Personnel employed in the provision of the Services. The Service Provider shall, upon the request of the Authority and at the Service Provider's own expense, provide copies of references or any other relevant information that may reasonably be requested by the Authority. In the event that the consent of any of the Service Provider's Personnel is required prior to providing the requested references or other relevant information then the Service Provider shall obtain this.
- 8.11 The Service Provider must notify the Authority if any employee is arrested as soon as reasonably practicable and in any event within twenty-four (24) hours of becoming aware. The Service Provider shall notify the Authority immediately of any criminal proceedings against any Personnel employed in the provision of the Services following the award of the Contract for Route Instructions or subsequent to any check in relation to this paragraph 8. Failure to do so would be deemed as a breach of this agreement. Failure representing a serious safeguarding risk could lead to Contract for Route Instruction termination for irremediable material breach in accordance with Clause 30.1.1 (Termination for breach) and/or entitlement of the Authority to suspend the Service Provider from any and all Contracts for Route Instructions.
- 8.12 Should a serious incident occur, or an allegation of serious misconduct is made against a member of the Service Provider's Personnel engaged in the provision of the Services, that person may be required to be suspended from engagement in the provision of the Services whilst an investigation takes place. The person may not resume provision of the Services until confirmed by the Authority that they may do so.
- 8.13 The Service Provider shall comply with and/or procure compliance with any instruction made by the Authorised Officer from time to time requiring the removal from the performance of or about the provision of the Services of any person employed or engaged by the Service Provider who in the opinion of the Authority (which it shall not be required to explain or disclose to the Service Provider) is not acceptable on the grounds of being unsatisfactory or incapable of performing the Services to the reasonable satisfaction of the Authority, security or other grounds and that such persons shall not be employed again in connection with the Services without the written consent of the Authority. The Service Provider shall immediately comply with such instruction as soon as it is reasonably practicable and thereafter shall replace such Personnel at no extra cost with a person, or persons, of equal or superior ability, knowledge and/or experience in order that the provision of the Services is maintained and:
- 8.13.1 any member of the Service Provider's Personnel removed from provision of the Services shall not be re-engaged in the provision of the Services without the written consent of the Authority; and
- 8.13.2 the Authority shall in no circumstances be liable either to the Service Provider or member of Personnel in respect of any liability, loss or damage occasioned by such withdrawal, suspension or removal or otherwise and the Service Provider shall fully indemnify the Authority against any claim made by such members of Personnel.
- 8.14 If any of the Personnel are incapable of performing the Services due to accident or illness, the Service Provider shall replace such incapable personnel at no extra cost with a person, or persons, of equal or superior ability, knowledge and/or experience and if appropriate, with the same level of Disclosure and Barring Service clearance as required pursuant to

paragraph 8.1.

9. RECRUITMENT AND EMPLOYMENT PRACTICES

- 9.1 In the recruitment and employment of Personnel engaged in connection with the provision of the Services, the Service Provider shall, at its own cost, adopt and implement measures equivalent to or better than those operated by the Authority (including but not limited to any measures as are set out in any statute or statutory guidance for the time being in force as shall be notified to the Service Provider by the Authority).
- 9.2 The Authority shall provide such assistance to the Service Provider as the Service Provider may reasonably require in implementing the measures required under paragraph 9.1.
- 9.3 The Authority shall be entitled to monitor, inspect, audit and examine the Service Provider's compliance with the measures required under paragraph 9.1.
- 9.4 The Service Provider shall, at its own expense, co-operate and provide all reasonable assistance to the Authority by:
- 9.4.1 maintaining all documents, materials and records relating to the recruitment and employment of staff engaged in the provision of the Services referred to in this agreement or otherwise specified from time to time by the Authority;
 - 9.4.2 permitting the Authority to conduct spot checks on the Service Provider's recruitment and employment practices without notice at any reasonable time (in the course of which the Service Provider shall allow the Authority unhindered access to the Service Provider's premises and Personnel to ask questions and to inspect any documents materials and records the Authority reasonably requires access to);
 - 9.4.3 on receiving a request to do so by the Authority, promptly and in any event within seven (7) days providing the Authority with copies of any documents materials and records referred to in paragraph 9.4.2; and
 - 9.4.4 allowing the Authority to interview any of the Service Provider's Personnel in relation to the recruitment and employment practices operated by the Service Provider.
- 9.5 The provisions of this paragraph 9 shall survive the termination of this agreement.

10. QUALITY ASSURANCE

- 10.1 The Service Provider shall provide the Services in accordance with defined quality management control processes and procedures.
- 10.2 Where the Service Provider does not have the appropriate certification under a recognised quality management system agreed by the Authority, the Service Provider shall provide the Authority, on request, with copies of its quality procedures and records. The Service Provider recognises the right of the Authority to inspect such procedures and/or records.
- 10.3 If, after an inspection has been carried out by the Authority, the Authority is of the opinion that amendments are required to the Service Provider's quality management processes and/or procedures, the Authority may give written notice to the Service Provider requiring it to make such amendments as may be specified.
- 10.4 The Service Provider shall make such changes as soon as practicable after the receipt of written notice from the Authority and notify the Authority in writing when such changes have been made. For the avoidance of doubt, the Authority shall have no liability whatsoever to the Service Provider in relation to the implementation of any such procedures and or records.

11. VEHICLE TO BASE COMMUNICATION

- 11.1 The Service Provider shall ensure that all Drivers or other persons in charge of a Vehicle being used in the provision of the Services carry with them at all times whilst they are

providing the Services a mobile telephone or other similar communications equipment which is in good repair and fit for purpose. For the avoidance of doubt, such equipment shall not be deemed to be unusable by virtue only of local fluctuations in signal strength or quality. The Service Provider shall ensure that such equipment is used in manner which is calculated to reduce risk and minimise accidents which, for the avoidance of doubt, includes not using such equipment unless a Vehicle is safely parked and vehicle engine switched off.

- 11.2 Unless designed for use when driving a vehicle, communications equipment must not be operated by the Driver whilst the Vehicle is in motion or at any other prohibited time. Use of any communication equipment must comply with all applicable statutory and regulatory requirements.
- 11.3 Mobile phones, including hands free phones and Bluetooth ear pieces, should only be used when the Vehicle is stationary and the engine switched off. Portable media players (MP3 or MP4 players or similar) or earpieces shall not be used whilst on driving duty. The Authority shall not be responsible if a Driver incurs a fine.

12. CONDUCT OF PASSENGERS AND SUPERVISION OF CLIENTS

- 12.1 The Service Provider and its employees shall take all reasonable steps to ensure the good conduct and safety of passengers travelling on its Vehicle.
- 12.2 Reasonable steps must be limited to instructions by the Driver that are necessary to ensure the safety of the Vehicle and the wellbeing of Clients and other passengers. Any failure by Clients to respond to such instructions, or other unacceptable behaviour, is to be dealt with in accordance with the procedure set out in Appendix 8 (Standards of Behaviour) to this Schedule 1 (General Specification).
- 12.3 Where a Vehicle is fitted with CCTV equipment any recording required by the Authority must be made available for viewing by the Authority and establishment staff within two (2) Working Days of a request been made.

13. ACCIDENTS AND EMERGENCIES

- 13.1 The Service Provider shall notify the Authority of any accident involving any Vehicle used in the performance of this agreement, any incident which in the opinion of the Service Provider acting reasonably could have contributed to or caused personal injury or risk of personal injury and any injury involving employees or passengers on this agreement, within one (1) hour of becoming aware of the accident, incident or injury, followed up by a written report by letter or e-mail within two (2) Working Days. Notification should be in accordance with any instructions issued by the Authority.
- 13.2 In the event of any accident or injury or risk of injury or accident the Driver shall follow any agreed guidelines or instructions given by the Authority, Establishment or emergency services to deal with the situation and comply with all applicable procedures and regulations of the Service Provider.
- 13.3 Clients must not be left unattended in a Vehicle except in an extreme emergency. Clients should remain on the Vehicle unless the Driver considers this to be unsafe and in the event of evacuation of Clients from a Vehicle in such circumstances the Driver shall ensure their safety at all times.

14. WHEELCHAIR SAFETY BRIEFINGS AND OTHER DPS BRIEFING MEETINGS

- 14.1 Service providers wishing to be awarded any Contract for Route Instruction on the Authority's DPS for the provision of passenger transport services for Categories where wheelchair passengers are to be carried must demonstrate their understanding of the Services required by attending the service provider briefing delivered by the Authority's Integrated Transport Service team on the "Safe Transportation of Passengers in Wheelchairs" (a "**Safe Transportation Briefing**").

- 14.2 The Safe Transportation Briefings shall take place at various locations throughout the county of Lancashire and successful bidders and their drivers carrying out Contracts for Route Instructions under this DPS shall be expected to have attended a Safe Transportation Briefing within the first six (6) months of being admitted onto the DPS. Any Service Provider not having attended a Safe Transportation Briefing within that time shall be excluded from bidding for new Route Instructions until they have attended a Safe Transportation Briefing and shall be a circumstance permitting the Authority to terminate for an irremediable material breach pursuant to Clause 30.1.1 (Termination for breach) any such Contracts for Route Instructions which they are already operating.
- 14.3 From time to time the Authorised Officer may deem it necessary to call other briefing meetings ("**Service Provider Briefing Meeting**") in addition to the Safe Transportation Briefing. It shall be incumbent upon the Service Provider to attend, or send a representative, to the Service Provider Briefing Meeting. Every opportunity shall be made to offer a selection of dates for the Service Provider to attend. Failure to attend such a Service Provider Briefing Meeting shall be a circumstance permitting the Authority to terminate for cause this agreement for an irremediable material breach pursuant to Clause 30.1.1 (Termination for breach).

15. **ANIMALS**

Passenger Assistance Dogs, such as guide and hearing dogs, shall be carried free of charge at all times. When required to do so by a passenger the Service Provider shall carry an Assistance Dog unless the Authority shall have granted to the Service Provider an exemption certificate in this regard. "**Assistance Dog**" shall have the same meaning as set out in the Disability Discrimination Act 1995 (Private Hire Vehicles) (Carriage of Guide Dogs etc.) (England and Wales) Regulations 2003 (SI 2003/3122) and any exemptions shall be granted by the Authority as though such regulations applied to the Services provided under this agreement.

16. **LOST PROPERTY**

The Service Provider shall make arrangements to deal with lost property in accordance with PCV and/or hackney carriage/private hire regulations.

17. **CARRIAGE CONDITIONS**

Where required by the Authority in the General Specification and/or the Individual Specification the Service Provider shall operate the Services under this agreement and their own Service Provider's conditions of carriage. In the event of conflict between this agreement and the Service Provider's conditions of carriage, this agreement shall prevail.

18. **CCTV EQUIPMENT**

- 18.1 The Authority may require the Service Provider to install CCTV equipment in its Vehicles. The Service Provider shall seek the Authority's approval of any CCTV equipment in advance of installation.
- 18.2 In the event that the Authority requires CCTV equipment to be installed in any or all of the Service Provider's Vehicles it shall serve the Service Provider with no less than twenty-eight (28) days' notice that the equipment is required to be installed by a Change.
- 18.3 Upon service of the notice in accordance with paragraph 18.2 above, the requirement to install CCTV equipment shall become a condition of this agreement so that breach of such condition entitles the Authority to terminate this agreement for an irremediable material breach under Clause 30.1.1 (Termination for breach).
- 18.4 Where a Service Provider uses a vehicle on which CCTV equipment is installed the Authority shall provide the Service Provider with a copy of the Authority's prevailing CCTV protocol (as at the date of this agreement attached as Appendix 1 (CCTV Guidelines) to Schedule 1 (General Specification) and the Service Provider shall ensure that its Personnel are issued with and use their best endeavours to adhere at all times to the rules and guidelines contained therein.

- 18.5 CCTV footage shall be retained by or on behalf of the Service Provider for thirty (30) days before being destroyed. The Service Provider shall, at its own expense, upon request of the Authority supply the Authority with copies of any CCTV footage required.

19. LOCAL INCIDENTS AND MAJOR PEACETIME EMERGENCIES

- 19.1 If a local incident arises or a "Major Peacetime Emergency" is declared by the Authority, the Authority may ask the Service Provider to make available the Vehicles(s) and Driver(s) required for the Contract for Route Instruction to the Authority and, if necessary, cease operation of the Services specified by the Contract for Route Instruction. If so requested, the Vehicle(s) and Driver(s) shall operate as directed by the Authority's Authorised Officer or nominated officer of the emergency services for the duration of the incident or emergency. All reasonable additional costs incurred by the Service Provider shall be met by the Authority. The Service Provider shall supply the Authority with a telephone number and name of the person to be contacted in an emergency out of office hours.