

## **SCHEDULE 1**

### **GENERAL SPECIFICATION**

Part A shall apply to all Services where bus services are provided through Contracts for Service Instructions for all Local Bus Contracts and School Bus Contracts.

Part B shall also apply, in addition to Part A, for Services where bus services are Local Bus Contracts.

Part C shall also apply, in addition to Part A, for Services where bus services are School Bus Contracts.

Part D shall also apply in addition to Part A, for Services where bus services are ST11 Passes and ST12 Passes.

## **PART A: APPLICABLE TO ALL SERVICES**

### **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 and AVL/RTI Guidelines);

1.1.2 Appendix 2 (Health and Safety);

1.1.3 Appendix 3 (Safeguarding and Contract Compliance);

1.1.4 Appendix 4 (Authority's Conditions of Carriage);

1.1.5 Appendix 5 (Information concerning Disclosure and Barring Service (DBS) checks);

1.1.6 Appendix 6 (Information concerning recruitment and employment records); and

1.1.7 Appendix 7 (Driver's Handbook).

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).

### **2. SERVICE REQUIREMENTS**

#### **2.1 Route Description**

The Service Provider shall provide the Services in accordance with the detailed route descriptions and any variations, timing, terminus, layover points and any turning or reversing manoeuvres on the highway contained in the Service Instruction included within specific mini-competitions under the Authority's DPS for Local Bus Services and School Bus Services.

#### **2.2 Stopping Places**

2.2.1 The Service Provider shall ensure Services serve all formal recognised bus stops on the line of route unless otherwise indicated in the Service Instruction, having regard to the requirements for the safe and proper use of the highway.

2.2.2 In rural areas, where no formal bus stops exist, the Services shall operate on a hail and ride basis stopping where it is safe to do so. The Service Provider shall carry out a risk assessment of any informal stopping place prior to the stopping place being observed. Should there be any concerns with a stopping place, the Service Provider shall bring this to the attention of the Authority's Authorised Officer.

2.2.3 In addition, the Service Provider shall set down and pick up Passengers at such additional points as may be notified in writing from time to time by the Authority. Where the Service Provider identifies the use of any other additional stops the Service Provider shall undertake a risk assessment in accordance with Clause 7.1.13 (Service standards).

2.2.4 In order to comply with any Applicable Laws, any stop at which the Service Provider intends to stop for longer than reasonably necessary to set down and pick up Passengers must be identified and used for such purposes only by written agreement with the Authority.

#### **2.3 Bus Stations and Terminal Facilities**

Where the use of a bus station or terminal facility/layover point, not on the highway, is required in the Service Instruction, the Service Provider shall be solely responsible for notifying the owner of

such bus station/terminal facility of the intention to use and for the observance of any terms and conditions which may be imposed on the Service Provider. Where indicated within the Service Instruction, the Service Provider shall be liable for the payment of any fees or charges as may be levied by the owner in respect of the use of bus station or other terminal facilities.

## 2.4 **Timetables**

The Services shall be provided in accordance with the timetables contained in the Service Instruction or as may otherwise be agreed between the Authority and the Service Provider. Where the Service Provider, in its reasonable opinion, believes that it cannot adhere to the applicable timetable due to matters beyond its control it must notify the Authority immediately giving details of the relevant matters and their perceived effect on the timetable.

## 2.5 **Conditions of Carriage**

Passenger's rights and obligations whilst travelling on the Services shall be in accordance with the Service Provider's conditions of carriage, which as a minimum shall comply with Appendix 4 (Authority's Standard Conditions of Carriage) to this Schedule 1 (General Specification).

## 2.6 **Fares and Ticketing**

The Services shall be provided in accordance with the appropriate faretables or maximum fares supplied (or to be supplied) by the Authority to the Service Provider and any special fare conditions attached to the Service Instruction, any of which may be varied from time to time by the Authority. For more detailed fare and ticketing requirements refer to paragraph 9 of Part B for Local Bus Services or to paragraph 17 of Part C for School Bus Services.

## 2.7 **Lost Property**

The Service Provider shall make arrangements to deal with lost property in accordance with the PSV Regulations and shall handle all lost property in accordance with such arrangements.

## 2.8 **General Publicity**

Unless otherwise notified by the Authority, the Service Provider shall be responsible for advertising the Services and providing Passenger information in accordance with the Bus Services Act 2017 and the strategy for the provision of information on Local Bus Services issued from time to time by the Authority or as may be described in the Service Instruction. In addition, the Service Provider shall provide such publicity as may be required in the Service Instruction.

# 3. **VEHICLE FEATURES**

## 3.1 **General**

3.1.1 The Service Provider shall at all times during the continuation of the agreement and any Contract for Service Instruction use and/or operate all Vehicles and other equipment used in connection with the Services with due regard for fuel economy and energy saving and shall ensure that all Personnel are effectively instructed in such matters to such a standard as the Authority may reasonably require.

3.1.2 Any Vehicles used in providing the Services shall be owned or leased and licensed in the Service Provider's name, unless stated in the Service Instruction. The Service Provider shall not, without the prior written permission of the Authority, except in an emergency (including breakdown), hire in any vehicle, transfer, assign or sub-let to any person or persons, any portion of the Services (except where permitted by Clause 21 (Sub-contracting and assignment)), provided that:

3.1.2.1 any emergency action necessary shall be notified to the Authority immediately and require the use of an "on hire to ....." notice;

3.1.2.2 the Authority shall, in its absolute discretion, decide whether to permit the continuance of the emergency arrangements or arrange suitable alternative

provision in accordance with Clause 12.11.2.2 (Service Credits and Authority self-help remedy); and

3.1.2.3 in all instances of where the Authority decides to allow the continuance of the emergency transfer, assignment or sub-letting, the Service Provider shall remain responsible to ensure its observance of all terms and conditions of the agreement and (where appropriate) to ensure compliance with the PSV Regulations or PSVAR.

3.1.4. The Service Provider shall not use any Vehicle for any other purpose (including, for the avoidance of doubt, another service agreement between the Authority and the Service Provider) whilst it is being used in the performance of the Services, except where this is permitted by the Service Instruction, or as agreed by the Authority in writing.

### 3.2 Vehicle Age Criteria

Any Vehicle used in the provision of the Services shall at all times not exceed the maximum age criteria for the particular type of Vehicle as shown in the following table.

Category	Vehicle type	Seating capacity
V1	PSV Vehicle : Maximum age – up to 15 years	Up to 22 seats
V2	PSVAR Vehicle : Maximum age – up to 10 years	Up to 22 seats
V3	PSVAR Vehicle : Maximum age – up to 10 years	23 seats or more
V4	PSVAR Vehicle : Maximum age – up to 15 years	23 seats or more
V5	PSVAR Vehicle : Maximum age – up to 25 years	23 seats or more
V6	PSV Vehicle : Maximum age – up to 25 years	23 seats or more

### 3.3 Category of Vehicle

Where specified in the Service Instruction for a Vehicle which meets the minimum specification for compliance with PSVAR, then Vehicles used in the provision of the Services shall at all times provide as a minimum the features within PSVAR.

### 3.4 Seating Capacity

Subject to the provision of the minimum seating capacity or Vehicle type required in the Service Instruction, the Service Provider may choose the allocation of Vehicles to be used in the provision of the Services, subject to suitability for use on the route served.

### 3.5 Vehicle Design

3.5.1 Except as otherwise agreed with the Authority, all Vehicles used in the provision of the Services shall have a front loading Passenger door(s) for boarding and alighting which are directly controlled by the Driver (by electrical or mechanical means).

3.5.2 It shall be the Driver's responsibility to ensure the Passenger door(s) are safely secured when the Vehicle is in motion.

3.5.3 No Vehicle shall be of "open top" design type unless previously approved in writing by the Authority.

### 3.6 Vehicle Livery

3.6.1 Except as otherwise agreed with the Authority, all Vehicles used in the provision of the Services shall be clearly identifiable as belonging to the Service Provider.

3.6.2 Except as otherwise agreed with the Authority, all Vehicles used in the provision of Local Bus Services shall display a Service Provider's standard corporate livery.

### 3.7 **Cleanliness**

The Service Provider shall ensure that the exterior and interior of all Vehicles used in the performance of the Services are cleaned at least once per day. The Authority may require the Service Provider to keep records of the cleaning of any Vehicle(s) being used in the operation of the Services and such records shall be made available for inspection by the Authority in accordance with the provisions of Clause 28 (Audit).

### 3.8 **Route and Destination Display**

3.8.1 All Vehicles (except those used exclusively for School Bus Services and not registered as a Local Bus Service with the Traffic Commissioner) shall display at the front of the Vehicle an electronic destination display showing the information required by the Service Instruction.

3.8.2 The display must be correctly set for each journey as indicated in the Service Instruction.

3.8.3 In the event of a display malfunction, a temporary printed display may be permitted for a period of no more than seven (7) days, however no handwritten displays shall be used at any time for the purposes of complying with this paragraph 3.8.

### 3.9 **CCTV**

Where specified in the Service Instruction, the Service Provider shall have a functioning and operational CCTV System fitted to all Vehicles used in the provision of the Services and Part 1 of Appendix 1 (CCTV and RTPI/AVL Guidelines) shall apply.

### 3.10 **AVL/RTPI**

Where specified in the Service Instruction, the Service Provider shall have a functioning and operational RTPI/AVL tracking system fitted to all Vehicles used in the provision of the Services and Part 2 of Appendix 1 (RTPI/AVL Guidelines) to this Schedule 1 (General Specification) shall apply.

### 3.11 **Interior Lighting and Heating**

All interior lighting shall be illuminated to the maximum level required under the PSV Regulations and PSVAR during operation of the Services in the hours of darkness. All Vehicles shall be equipped with internal heating systems which shall be used for the reasonable comfort of Passengers.

### 3.12 **No Smoking Policy**

The Service Provider must adhere to the Authority's Policy titled "Smoke-Free Policy" in relation to smoking and the use of electronic cigarettes (e-cigarettes) on transport. Smoking is **not** permitted on any Vehicles used in the provision of the Services at any time, including prior to commencement of any Services.

All Vehicles used in the provision of the Services shall display a no-smoking sign bearing the international no smoking symbol in each compartment of the Vehicle in which people (including Passengers) can be carried. The Service Provider may design and print its own no-smoking signs, as long as they meet the minimum requirements.

### 3.13 **Authority Notices**

The Service Provider shall display on and inside Vehicles used in the provision of the Services such notices relating to the Authority's involvement in the provision of the Services as the Authority may require. The Authority shall bear the reasonable cost of producing such notices.

## 4. **STAFFING AND EMPLOYEES**

- 4.1 The Service Provider shall, if requested, provide the Authority with the name, address and personal details of any member of the Service Provider's Personnel employed in the provision of the Services and (notwithstanding paragraph 5) the Authority may check these details with procedures authorised by the Home Office or successor body for the disclosure of criminal backgrounds of people with access to children and/or vulnerable people.
- 4.2 The Service Provider shall seek references from previous employers when appointing any member of the Service Provider's 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.
- 4.3 The Service Provider will notify the Authority immediately of any criminal proceedings against any Driver employed in the provision of the Services following the award of the Contract for Service Instruction or subsequent to any check in relation to paragraph 4.1.
- 4.4 The Service Provider shall ensure that every member of the Service Provider's 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:
- 4.4.1 the particular tasks that person has to perform;
  - 4.4.2 all of the relevant provisions of the agreement and Contract for Service Instruction;
  - 4.4.3 all relevant rules, regulations and procedures (including, but not limited to risk of fire, fire precautions and health and safety at work); and
  - 4.4.4 has a command of the English language sufficient to allow effective verbal communication with Passengers.
- 4.5 The Service Provider shall require all Service Provider's Personnel to comply with a dress code agreed with the Authority 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.
- 4.6 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 the Services of any person employed 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 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.
- 4.7 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.
- 4.8 The Service Provider and all Service Provider's 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.
- 4.9 The Service Provider's Personnel may be the employees of the Service Provider and will have no contractual relationship with the Authority.

4.10 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.

#### 4.11 **Driver's Handbook**

The Service Provider shall ensure that the Service Provider's Personnel are made aware of and perform their duties in accordance with the Driver's Handbook set out in Appendix 7 (Driver's Handbook) to this Schedule 1 (General Specification) or such other guide issued by the Authority as may from time to time to replace it.

### 5. **DISCLOSURE AND BARRING SERVICE (DBS) CHECKS**

5.1 By virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended), the provisions of sections 4(2) and 4(3)(b) of the Rehabilitation of Offenders Act 1974 do not apply to:

5.1.1 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; and

5.1.2 any member of the Service Provider's Personnel whose duties fall within the meaning of a "regulated activity" will be required by the Authority to seek an enhanced Disclosure and Barring Certificate from the DBS. The arrangements are set out in detail in Appendix 3 (Information concerning recruitment and employment records) to this Schedule 1 (General Specification). The Authority will provide DBS identification badges which must be worn at all times in the provision of the Services in line with paragraph 4.5.

5.2 If the information given to the Authority by the DBS in response to a check carried out in accordance with paragraph 5.1 discloses conduct by a member of the Service Provider's Personnel which by its nature makes them unsuitable to be employed in providing or supervising the provision of journeys transporting Students, or who have access to children or any vulnerable persons, the Service Provider shall not employ such member of the Service Provider's Personnel in such provision or supervision.

5.3 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 DBS identification badge, the Service Provider must inform the Authority without delay.

5.4 Where a member of the Service Provider's Personnel, who has been issued with an Authority DBS identification badge, no longer wishes to accept contracted work provided by the Authority the Service Provider must inform the Authority immediately, recover the Authority DBS identification badge and return such badge to the Authority.

5.5 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 DBS identification badge and enhanced DBS disclosure, must contact the Authority to confirm the status of all members of current or prospective Service Provider's Personnel. For the avoidance of doubt, this applies to all Authority-contracted bus services where there is no requirement to obtain a DBS identification badge and enhanced DBS disclosure. The Service Provider will be required to provide the Authority with the member of Service Provider's Personnel's name and date of birth.

- 5.6 A breach of procedure set out in this paragraph 5, where a Service Provider has used a barred person on a contracted Local Bus Service or School Bus Service as part of the Services will render the Service Provider liable to disciplinary action and the Authority may terminate the Contract for Service Instruction in accordance with the provisions of Clause 30.1.1 (Termination for breach).
- 5.7 Should a serious incident occur, or an allegation of serious misconduct is made against a person employed or 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 in provision of the Services until confirmed by the Authority that they may do so.
- 5.8 The Authority may require the Service Provider to remove any member of Service Provider's Personnel from work in or about the provision of the Services. The Service Provider shall immediately comply with such instruction as soon as it is reasonably practicable and thereafter shall replace such Service Provider's 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.
- 5.9 Any member of the Service Provider's Personnel removed from work in accordance with paragraph 5.8 shall not be re-engaged in the provision of the Services without the written consent of the Authority.
- 5.10 The Authority shall in no circumstances be liable either to the Service Provider or member of Service Provider's Personnel in respect of any liability, loss or damage occasioned by such withdrawal, suspension or removal and the Service Provider shall fully indemnify the Authority against any claim made by such members of Service Provider's Personnel.
- 5.11 Further clarification on the Authority's DBS procedures are set out in Appendix 3 (Safeguarding and Contract Compliance) to this Schedule 1 (General Specification).

## **6. TUPE EVENT**

- 6.1 Upon the expiry or termination of the agreement or any Contract for Service Instruction, for any reason whatsoever, it is expressly agreed between the Authority and the Service Provider that such expiry or termination shall not be a Relevant Transfer for the purposes of transferring the contracts of employment from the Service Provider to the Authority in respect of any employees of the Service Provider, save for:
- 6.1.1 in the event that the Services continue to be provided by the Authority acting in its own capacity; or
- 6.1.2 in the event that the Services are to be provided by another service provider following a public procurement exercise, in which case it is accepted that the contract of employment in respect of any employees of the Service Provider will not transfer to the Authority but may transfer to any new service provider for the Services,

and Clause 16.1 and Schedule 8 (TUPE) shall apply.

## **7. RECRUITMENT AND EMPLOYMENT PRACTICES**

- 7.1 In the recruitment and employment of Service Provider's 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 Applicable Laws or statutory guidance for the time being in force as shall be notified to the Service Provider by the Authority).
- 7.2 The Authority shall provide such assistance to the Service Provider as the Service Provider may reasonably require in implementing the measures required under paragraph 7.1.
- 7.3 The Authority shall be entitled to monitor, inspect, audit and examine the Service Provider's compliance with the measures required under paragraph 7.1.



- 7.4 The Service Provider shall, at its own expense, co-operate and provide all reasonable assistance to the Authority by:
- 7.4.1 maintaining all documents, materials and records relating to the recruitment and employment of Personnel engaged in the provision of the Services referred to in Appendix 6 (Information concerning recruitment and employment records) of this Schedule1 (General Specification) or otherwise specified from time to time by the Authority;
  - 7.4.2 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 Service Provider's Personnel to ask questions and to inspect any documents materials and records the Authority reasonably requires access to;
  - 7.4.3 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 7.4.1; and
  - 7.4.4 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.
- 7.5 The provisions of this paragraph 7 shall survive the termination of the agreement and Contract for Service Instruction.

## **PART B: APPLICABLE TO LOCAL BUS SERVICE CONTRACTS**

### **8. REGISTRATION OF LOCAL BUS SERVICES**

- 8.1 The Service Provider will register the Services with the Traffic Commissioner as a Local Bus Service and will vary the registration in accordance with any agreed variation to the Services in accordance with relevant Applicable Laws. Any registration must be submitted using the Electronic Bus Service Registration (EBSR) system unless otherwise agreed.
- 8.2 The Service Provider shall be liable for all fees payable in respect of the initial registration of the Services and subsequent variations, with the exception of fees in respect of a variation to the Services made solely as a result of a request by the Authority.
- 8.3 In the event of a commercial local bus service being registered to operate in whole or in part over the same route as the Services, the Authority may require the Services to be varied with a minimum notice period of four (4) weeks unless mutually agreed otherwise, subject to approval by the Traffic Commissioner.
- 8.4 When the Local Bus Contract expires, or is terminated by either the Authority or the Service Provider, the Service Provider shall be responsible for the cancellation of the registration for the Services. The Authority will not be liable for costs incurred if the Service Provider fails to de-register the Services.

### **9. FARES AND TICKETING**

- 9.1 The Service Provider shall charge fares as specified in the Service Instruction and any subsequent variation.

- 9.2 The Service Provider shall make a copy of the current faretable, for the Services concerned, available on all Vehicles used in the performance of Services. This may take the form of a digital display visible to Passengers on an Electronic Ticket Machine.

#### **9.3 Issue and Recording of Tickets and Travel**

- 9.3.1 Where fares are to be taken from Passengers, fares must be collected in accordance with paragraph 11 and reported to the Authority in accordance with Clause 11.6.1 (Payment) and Clause 28 (Audit). All fares collected shall be receipted by issue of a ticket to each Passenger from an Electronic Ticket Machine which records accurately financial and numerical statistics.
- 9.3.2 Statistics of cash collected, tickets issued and Passengers carried on each separate journey shall be recorded by the Service Provider.
- 9.3.3 The Service Provider shall give change if the money tendered by a Passenger(s) is in excess of the fare specified for the journey to be taken. If a Passenger is unable to tender the full fare or cannot produce a valid permit for travel, or if the driver is unable to provide the correct change, instructions within the Driver's Handbook set out at Appendix 7 (Driver's Handbook) to this Schedule 1 (General Specification) should be followed, or such other guide issued by the Authority as may from time to time to replace it.
- 9.3.4 Auditable emergency tickets shall be carried on each journey and issued by the Service Provider in the case of an Electronic Ticket Machine breakdown.

#### **9.4 Surveys and Inspection of Tickets**

The Service Provider shall permit duly authorised and identified representatives of the Authority to travel on the Services free of charge and carry out ticket inspections and Passenger surveys.

#### **9.5 Concession Fares**

The Service Provider shall be required to participate in the English National Concessionary Travel Scheme (ENTCS) or any scheme which replaces it. On Services where concessionary Passengers are carried, the concessionary Passenger numbers and the full fare equivalent, or

any other information that may reasonably be requested, must be provided in the form stated by the Authority. Where fares are to be taken from Passengers, the Service Provider shall apply the following fare concessions on all Services (except where otherwise detailed in the Service Instruction):

9.5.1 **Children**

Accompanied children under five (5) years of age shall be carried free of charge (maximum of two (2) per adult passenger).

Children under sixteen (16) years of age shall be required to pay half the adult fare (rounded down to the nearest penny).

9.5.2 **Elderly and Disabled Persons**

Free travel will be available to ENCTS pass holders on Local Bus Service journeys anywhere in England between 0930hrs and 2300hrs on weekdays and all day Saturdays, Sundays and bank holidays.

Travel before 0930hrs or after 2300hrs will be at full adult fare unless the local Travel Concession Authority (TCA) has made arrangements for an additional concession within a local area.

Full details of local TCAs' additional concessions (which may be varied from time to time) are produced in publications available from the Authority.

9.5.3 **Animals**

Passenger assistance dogs, such as guide dogs and hearing dogs, shall be carried free of charge at all times. Other animals shall be carried under the terms of the Service Provider's conditions of carriage and where they are carried they shall be carried free of charge.

9.6 **Other Ticketing Schemes**

Where the Service Instruction requires the Service Provider to become involved in an off bus, transfer ticket, return ticket, season ticket or other marketing scheme on all or any of the Services, the Service Provider shall participate in such schemes, provided that the Authority shall not introduce such schemes without first consulting with the Service Provider.

**10. ELECTRONIC TICKET MACHINES**

10.1 All Vehicles used in provision of the Services shall be equipped with an Authority approved ITSO compliant Electronic Ticket Machine and smartcard reader that will accept any Authority's ITSO products.

10.2 The Service Provider shall submit the Passenger ticket data gathered in the operation of the Services to the Authority in an agreed format, together with its period invoice. The data submitted shall include as a minimum:

10.2.1 revenue including any concessionary fares by service number as specified in the Service Instruction; and

10.2.2 Passengers by service number as specified in the Services.

10.3 The Service Provider shall, on request by the Authority, be required to supply full data of the Services at the individual journey level as downloaded from Drivers' modules or similar data capture and storage devices for a period of two (2) years.

10.4 Where it is specified that Vehicles used on the Services should be tracked as part of an AVL system, the Service Provider shall provide Electronic Ticket Machines that have GPS tracking functionality and are capable of communicating successfully with an AVL system. The Service Provider will be required to cover all annual maintenance, communications and licensing costs

arising from the use of GPS-enabled Electronic Ticket Machines and connection to the AVL system.

- 10.5 Drivers shall ensure that, where an Electronic Ticket Machine is fitted, all Passengers (who are issued with a smartcard) tap the smartcard on each journey.

## **11. CARRIAGE OF PASSENGERS**

- 11.1 In accordance with paragraph 2.5, for all Services, each Passenger (or group of Passengers where a family or other group fare is available) shall hold a valid ticket or pass for the journey being made except for children who travel free of charge on the basis of their age. Passengers not holding valid tickets issued in advance (for example return tickets, day tickets, season tickets or travel passes) shall be issued, at the time of boarding, with a ticket produced by an Authority approved Electronic Ticket Machine and bearing the fare paid, the service number, the Service Provider's name or identity and the date and time of issue. The Driver must cancel return tickets at the start of the return journey and return them to the Passenger. Passengers must be advised that they are required to retain their ticket throughout the journey.

- 11.2 On all Services, the number of all Passengers travelling, including concessionary pass holders, must be recorded with the exception of those passengers aged under five (5) years and not paying a fare.

### **11.3 Emergency Tickets**

Where an Electronic Ticket Machine failure prevents normal ticket issue and/or the recording of passes, the Service Provider shall ensure that emergency tickets showing any fare paid and date are issued, an auditable record is maintained of cash taken, concessionary passes accepted and the number of Passengers travelling.

### **11.4 Student Travel Passes**

- 11.4.1 Where the Authority or Service Provider has issued travel passes to Students which are presented for travel, the Service Provider shall ensure that the travel passes are checked and recorded on every journey as they enter the Vehicle.
- 11.4.2 Students who are not in possession of valid travel pass for their journey must pay the relevant fare in accordance with paragraph 9.1. Where a Student is unable pay the fare, the Service Provider shall follow the guidance detailed in Appendix 3 (Safeguarding and Contract Compliance) of this Schedule 1 (General Specification). Such Students shall not be refused travel and be conveyed without charge provided that the Vehicle will not exceed capacity as a result or the Service Provider has been so directed in writing by the Authority.

## **12. REVENUE PROTECTION**

- 12.1 In accordance with Schedule 5 (Charges and Payment), where a Local Bus Contract has been awarded on a Minimum Cost Basis, the Service Provider shall be responsible for any loss of revenue arising out of dishonesty or negligence by its Service Provider's Personnel.

## **13. BUS SERVICE OPERATORS' GRANT**

- 13.1 The Service Provider may make claims for Bus Service Operators' Grant to the Department for Transport in respect of the mileage operated in the performance of a Local Bus Contract that is awarded on a De Minimis Contract basis. Sums received in respect of this Bus Service Operators' Grant shall be retained by the Service Provider and shall not be regarded as revenue for the purposes of the Local Bus Contract.
- 13.2 The Service Provider will not be able to make claims for Bus Service Operators' Grant for Local Bus Contracts (excluding commercial ST11 Pass and/or ST12 Pass arrangements and De Minimis Contracts) unless they have stated in their Tender response to the Service Instruction that certain journeys will be operated without subsidy as part of the Local Bus Contract.

## **14. PUBLICITY**

- 14.1 Where specified in the Service Instruction, the Service Provider shall produce publicity for the Services, such as paper timetable leaflets, and make details available on their website (if available), including full timetables and fares information. In addition, the publicity shall state that the Services are operated on behalf of or in partnership with the Authority, as well as including the Authority's logo and/or other information, such as SMS text codes and QR codes, as supplied by the Authority.
- 14.2 The Service Provider shall provide on all such publicity the details of a landline phone number (not premium rate) which is staffed as a minimum between 0800hrs and 1700hrs every Monday to Friday.

## **PART C: APPLICABLE TO SCHOOL BUS SERVICE CONTRACTS**

### **15. REGISTRATION OF SCHOOL BUS SERVICES**

- 15.1 The Service Provider will register the Services with the Traffic Commissioner as a School/Works Bus Service and will vary the registration in accordance with any agreed variation to the Services in accordance with Applicable Laws.
- 15.2 The Service Provider shall be liable for all fees payable in respect of the initial registration of the Services and subsequent variations, with the exception of fees in respect of a variation to the Services made solely as a result of a request by the Authority.
- 15.3 In the event of a commercial local bus service being registered to operate in whole or in part over the same route as the Services, the Authority may require the Services to be varied with a minimum notice period of four (4) weeks unless mutually agreed otherwise, subject to approval by the Traffic Commissioner.
- 15.4 When the School Bus Contract expires, or is terminated by either the Authority or the Service Provider, the Service Provider shall be responsible for the cancellation of the registration for the Services. The Authority will not be liable for costs incurred if the Service Provider fails to de-register the Services by the minimum time period in force at the time.

### **16. FARES AND TICKETING**

- 16.1 The Service Provider shall charge fares as specified in the Service Instruction and any subsequent variation.
- 16.2 The Service Provider shall make a copy of the current faretable, for the Services concerned, available on all Vehicles used in the performance of the Services.

#### **16.3 Issue and Recording of Tickets and Travel**

- 16.3.1 Where fares are to be taken from Passengers, fares must be collected in accordance with paragraph 19 and reported to the Authority in accordance with Clause 11.6.1 (Payment) and Clause 28 (Audit). All fares collected shall be receipted by issue of a ticket to each Passenger from a ticket machine, which records accurately financial and numerical statistics, or by the use of an auditable ticket book system.
- 16.3.2 Statistics of cash collected, tickets issued and Passengers carried on each separate journey shall be recorded by the Service Provider.
- 16.3.3 The Service Provider shall give change if the money tendered by a Passenger(s) is in excess of the fare specified for the journey to be taken. If a Passenger is unable to tender the full fare or cannot produce a valid permit for travel, or if the Driver is unable to provide the correct change, instructions within the Driver's Handbook set out at Appendix 7 (Driver's Handbook) to this Schedule 1 (General Specification) should be followed, or such other guide issued by the Authority as may from time to time replace it.
- 16.3.4 Auditable emergency tickets shall be carried on each journey and issued by the Service Provider in the case of a ticket machine breakdown.

#### **16.4 Surveys and Inspection of Tickets**

The Service Provider shall permit duly authorised and identified representatives of the Authority to travel on the Services free of charge and carry out ticket inspections and Passenger surveys.

#### **16.5 Disabled Students**

Students in possession of an English National Concessionary Travel Scheme (ENTCS) Disabled Persons pass shall be entitled to free travel on all School Bus Service journeys.

#### **16.6 Other Ticketing Schemes**

Where the Service Instruction requires the Service Provider to become involved in an off bus, transfer ticket, return ticket, season ticket or other marketing scheme on all or any of the Services, the Service Provider shall participate in such schemes, provided that the Authority shall not introduce such schemes without first consulting with the Service Provider.

## **17. TICKET MACHINES**

- 17.1 All Vehicles used in provision of the Services shall be equipped with either a ticket machine or auditable ticket system as specified in the Service Instruction.
- 17.2 The Service Provider shall submit the Passenger ticket data gathered in the operation of the Services to the Authority in an agreed format, together with its four (4) week period invoice in accordance with Clause 11 (Payment). The data submitted shall include as a minimum:
- 17.2.1 revenue by service number as specified in the Services; and
- 17.2.2 number of Passengers by service number as specified in the Services.
- 17.3 The Service Provider shall, on request by the Authority, be required to supply full data of the Services at the individual journey level as downloaded from Drivers' modules or similar data capture and storage devices or drivers waybills for a period of twelve (12) months.
- 17.4 Where it is specified that Vehicles used on the Services should be tracked as part of an AVL system, the Service Provider will provide Electronic Ticket Machines that have GPS tracking functionality and are capable of communicating successfully with an AVL system. The Service Provider shall be required to cover all annual maintenance, communications and licensing costs arising from the use of GPS-enabled Electronic Ticket Machines and connection to the AVL system.
- 17.5 Drivers must ensure that, where an Electronic Ticket Machine is fitted, all Passengers (issued with a smartcard) tap the smartcard on each journey.

## **18. CARRIAGE OF PASSENGERS**

- 18.1 In accordance with paragraph 2.5, for all Services, each Passenger shall hold a valid ticket or pass for the journey being made. Passengers not holding valid tickets issued in advance (for example return tickets, day tickets, season tickets or travel passes) shall be issued, at the time of boarding, with a ticket produced by a ticket machine and bearing the fare paid, the service number and the date and time of issue. Where a ticket system is used the Service Provider must ensure a Driver's Waybill is completed at the end of each journey and an auditable record is maintained of cash taken and the number of Passengers travelling. The Driver must cancel return tickets at the start of the return journey and return them to the Passenger. Passengers must be advised that they are required to retain their ticket throughout the journey.
- 18.2 On all Services the number of all Passengers travelling must be recorded.

### **18.3 Emergency Tickets**

Where a ticket machine failure prevents normal ticket issue and/or the recording of passes, the Service Provider shall ensure that emergency tickets showing any fare paid and date are issued and an auditable record is maintained of cash taken and the number of Passengers travelling.

### **18.4 Student Travel Passes**

- 18.4.1 Where the Authority or Service Provider has issued travel passes to Students which are presented for travel, the Service Provider shall ensure that the travel passes are checked and recorded on every journey as they enter the Vehicle.
- 18.4.2 Students who are not in possession of valid travel pass for their journey must pay the relevant fare in accordance with paragraph 17.1. Where a student is unable pay the fare, the Service Provider shall follow the guidance detailed in Appendix 3 (Safeguarding and Contract Compliance) of this Schedule 1 (General Specification). Such Students shall not be refused

travel and shall be conveyed without charge provided that the Vehicle will not exceed capacity as a result or the Service Provider has been so directed in writing by the Authority.

## **19. REVENUE PROTECTION**

- 19.1 In accordance with Schedule 5 (Charges and Payment), where a School Bus Contract has been awarded on a Minimum Cost Basis, the Service Provider shall be responsible for any loss of revenue arising out of dishonesty or negligence by its Service Provider's Personnel.

## **20. BUS SERVICE OPERATORS' GRANT**

- 20.1 The Service Provider will not be able to make claims for Bus Service Operators' Grant for School Bus Contracts (excluding commercial ST11 Passes and/or ST12 Passes arrangements and De Minimis Contracts) unless they state in their response to the Service Instruction that certain journeys will be operated without subsidy as part of the School Bus Contract.

## **21. PUBLICITY**

- 21.1 The Service Provider shall provide on all publicity the details of a landline phone number (not premium rate), which is staffed as a minimum between 0800hrs and 1700hrs every Monday to Friday. This number will be advertised by the Authority to educational establishments which the Services serve and to Passengers (in particular parents/guardians of Students).

## **22. SCHOOL BUS SERVICE**

Any changes to the dates of operation of the Services shall be notified to the Service Provider in writing by the Authority. Unless the Service Provider has been given at least seven (7) days prior notice that the Authority wishes to cancel a journey, the Service Provider shall be entitled to claim the prevailing daily rate for that journey, less a deduction for any costs not actually incurred. No payment shall be made for journeys for which at least seven (7) days prior notice of cancellation has been given.

### **22.1 Notification by Service Provider of Non-Operation or Late Operation**

Without prejudice to the provisions of Clauses 12.8 and 12.9 (Service Credits and Authority self-help remedy), if it becomes impossible to operate any part of a School Bus Service or the School Bus Service is running late in excess of fifteen (15) minutes, the Service Provider shall immediately notify the Head Teacher/Principal at the relevant educational establishment(s) and the Authorised Officer.

### **22.2 School Bus Signs**

The Service Provider shall ensure that for any school transport journey when operating buses and coaches "School Bus" signs complying with the Road Vehicle Lighting Regulations 1989 (SI 1989/1796) (as amended) are displayed to the front and rear whilst the Vehicle is in use in providing that School Bus Service. Such signs shall not be displayed on any Vehicle that is not being used for the provision of School Bus Services.

### **22.3 Route and Destination Display**

For School Bus Services a board of a durable construction may be provided and must not be obscured in any part by the Vehicle structure or any other matter and such board must be legible from a distance of at least fifty (50) metres at any time.



## **PART D: APPLICABLE TO ST11 PASSES AND ST12 PASSES**

### **23. CARRIAGE OF STUDENTS ON COMMERCIAL BUS SERVICES**

- 23.1 As an alternative to contracted School Bus Services, the Authority may also provide school transport by the procurement of seats on commercial bus services in blocks of seats, known as ST11 Passes. Service Providers, who do not operate commercial bus services, may submit alternative Minimum Cost Basis tenders.
- 23.2 The Authority may also provide school transport for Students by the procurement of individual seats on commercial bus services, known as ST12 Passes.
- 23.3 All such Contracts for Service Instruction, whether for ST11 Passes or for ST12 Passes, will be procured by mini-competition and awarded and provided under the Authority's DPS Agreement for Local Bus Services and School Bus Services.
- 23.4 ST11 Passes will generally be awarded for a five (5) year period and, for the purposes of an annual price review, will be regarded as a Total Price Contract, with an annual price review in line with Clause 10.6
- 23.5 ST12 Passes will generally be awarded for a five (5) year period and will be subject to an annual price review which will be agreed by negotiation between the Authority and Service Provider.
- 23.6 With regard to ST12 Passes, payment for each Student allocated to a commercial bus service, will be calculated as follows:
- 23.6.1 in the case of an under sixteen (16) years school Student, the price quoted for the journey;
  - 23.6.2 in the case of an over fifteen (15) years Student, the price quoted for the journey;
  - 23.6.3 in the case of further education college Students (the college academic year is ten (10) days less than the school academic year) the price quoted for an over fifteen (15) years Student x 0.95;
  - 23.6.4 in the case of Students reaching their sixteenth birthday during the academic year (the average sixteenth birthday date for an academic year is 1 March) the price quoted will be calculated on the under sixteen (16) years Student price x 0.56 plus the over fifteen (15) years Student price x 0.44; and
  - 23.6.5 in the case of a Student issued with an "am only" or a "pm only" pass, half the price quoted calculated on the above.
- 23.7 ST12 Passes issued to Students for home to school/college journeys, for which specific quotes have not been received, will be allocated to the Service Provider providing the most appropriate commercial bus service to meet the Students' timetable needs. The ST12 Pass price will be based on the lowest single, return or multi-journey ticket price available at that time.
- 23.8 On account payments will be made by the Authority in twelve (12) four-weekly instalments, adjusted on last Period to take account of the exact numbers of days each ST12 Pass has been issued.
- 23.9 Students in possession of a valid travel pass issued by the Authority and marked with the name of the Service Provider shall be carried free of charge over all or part of the route for which the travel pass is valid. The Authority's standard conditions on the reverse of the travel pass shall apply.
- 23.10 The Service Provider will make every reasonable effort to provide the commercial bus service. In the event that the commercial bus service is not provided, the Authority reserves the right to reduce the payment to the Service Provider for the period concerned.
- 23.11 The submission of a quote for any journey will be deemed by the Authority as confirmation that the Service Provider will provide a service which will allow the student to arrive at school or college in the morning in time to start school or college, but no earlier than twenty (20) minutes before the

establishment is due to start. In the afternoon, the service must depart no later than twenty (20) minutes after the school or college finishes and at a time which allows the Student reasonable time to catch the commercial bus service.

- 23.12 A Service Provider who does not, at the time of submission of a quote, provide a commercial service must include a statement with the submission of the quote giving details of how it is intended to comply.
- 23.13 Extension vouchers, issued to students who have been attending extra-curricular activities and which allow Students to travel on the commercial bus services of the Service Provider named on the travel pass after 1830 hours, shall be accepted by the Service Provider.
- 23.14 Under normal circumstances ST11 Passes and ST12 Passes transport for Students will be provided on commercial bus services forming part of the Service Provider's network of commercial bus services.
- 23.15 On any commercial bus service operated as ST11 Passes or ST12 Passes type Services the Service Provider shall ensure that sufficient seating capacity is provided to transport all Students issued with travel passes as advised by the Authority on the journeys to which they have been allocated as specified in the agreement and Contract for Service Instruction. Where any such Students are unable to travel as a result of inadequate capacity being provided, the Service Provider shall be liable for the cost of alternative travel arrangements for the Students concerned.
- 23.16 Where, on any commercial bus service operated as ST11 Passes or ST12 Passes type Services, the growth of other patronage subsequent to the letting of the agreement and the Contract for Service Instruction means that there are insufficient seats consistently available for Students issued with travel passes by the Authority under the agreement and the Contract for Service Instruction, the Service Provider shall take immediate steps to provide additional capacity at its own expense.
- 23.17 The DBS has taken the view that where a Student travels on a service which is part of a commercial network, accessed by members of the public, contact with Students is incidental. The Driver will not be performing a "regulated activity" and an enhanced DBS disclosure is not required and will not be issued.
- 23.18 However, where a Service Provider conveys Students on a "school day only" commercial school bus service, which does not form part of a regular commercial local bus service, the Authority takes the view that driving this service is defined as a "regulated activity" and therefore the Driver is required to have an enhanced DBS disclosure in accordance with paragraph 5.1.

**APPENDIX 1 - CCTV AND AVL GUIDELINES**

**PART 1 – CCTV Guidelines** - Please see separate document attached

**PART 2 – RTP/AVL Guidelines** - Please see separate document attached

**APPENDIX 2 - HEALTH AND SAFETY GUIDELINES**

Please see separate document attached

**APPENDIX 3 - SAFEGUARDING AND CONTRACT COMPLIANCE**

Please see separate document attached

**APPENDIX 4 – STANDARD CONDITIONS OF CARRIAGE**

Please see separate document attached

**APPENDIX 5 - INFORMATION CONCERNING DISCLOSURE AND BARRING SERVICE (DBS) CHECKS**

Please see separate document attached

**APPENDIX 6 - INFORMATION CONCERNING RECRUITMENT AND EMPLOYMENT RECORDS**

Please see separate document attached

**APPENDIX 7 - DRIVER'S HANDBOOK**

Please see separate document attached