



**West
Yorkshire
Combined
Authority**

**Tracy
Brabin
Mayor of
West Yorkshire**

DATED 06 June 2025 | 3:19:08 PM BST _____

CONTRACT

between

WEST YORKSHIRE COMBINED AUTHORITY

and

HUNTERS COACHES LIMITED

FOR THE PROVISION OF SCHOOL TRANSPORT SERVICES

(INCLUDING WITHIN SCHOOL HOURS SERVICES)



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CONTENTS:

1. Definitions
2. Contract Term
3. Contractor's Obligations
4. Vehicles
5. Licences, Registrations etc
6. Application of Appendices
7. Contractor's Employees
8. Statutory Compliance
9. Dispute Resolution
10. Contract Performance and Service Credits
11. Substituted Performance
12. Data Provision, Audit and Complaints
13. Payment
14. Indexation
15. Indemnity and Insurance
16. Change Procedure
17. Termination
18. Recovery of Sums Due to the Authority
19. Alienation
20. Re-Tender, Handover and the Application of TUPE
21. Service of Notices
22. Prevention of Bribery and Corruption
23. Equality
24. Confidentiality and Disclosure of Information
25. Retention of Documentation
26. Data Protection and Freedom of Information
27. Warranties and Representations
28. Royalties, Licence Fees and Transfer of Intellectual Property Rights
29. Conflict of Interest
30. Waiver
31. Severance
32. Contracts (Rights of Third Parties) Act 1999
33. Law and Jurisdiction

Schedule 1 – Statement of Requirements

Schedule 2 – Allocated Routes

Schedule 3 – Contract Price

Schedule 4 – Contractor's Tender Submission

Schedule 5 – Change Control Notice

Schedule 6 – TUPE

Schedule 7 – Safeguarding

Schedule 8 – Service Credits



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THIS CONTRACT is dated 06 June 2025 | 3:19:08 PM BST

BETWEEN:

1. **WEST YORKSHIRE COMBINED AUTHORITY** of Wellington House, 40 - 50 Wellington Street, Leeds, West Yorkshire, LS1 2DE (hereinafter referred to as the "Authority");

AND

2. **HUNTERS COACHES LIMITED** (company registration number 02008295) whose registered office is at 1 Outwood Lane, Leeds, LS18 4JB (hereinafter referred to as the "Contractor").

Referred to as a "Party" or jointly as the "Parties".

BACKGROUND

- A. The Authority issued a Contract Notice on the UK E-Notification System Find a Tender (FTS) reference 2025/S 000-005061 on 14 February 2025 inviting tenders from contractors for the provision of School Transport Services (Including Within School Hours Services) (the "Service(s)").
- B. The Authority's requirements as set out in the Statement of Requirements at Schedule 1 are to be allocated on a route by route basis ("Allocated Routes").
- C. Following evaluation of these tenders the Authority has selected the Contractor to be its preferred Contractor to provide the Service in relation to the Allocated Routes set out in Schedule 2 under the terms of this Contract.
- D. This Contract sets out the ordering procedure for the Services and the terms which will bind the Contractor when it provides the Services to the Authority.
- E. Both Parties acknowledge that this is a Gross Cost Contract.
- F. This Contract is not exclusive and there is no minimum or maximum amount of orders to be placed during the Term of this Contract.
- G. **The Contractor warrants that they will sign and return the Contract before the Contract Commencement Date. If they fail to do so the Authority reserves the right to purchase services the same as or similar to the Services from another contractor.**

1. DEFINITIONS

1.1 In this Contract except where the context otherwise requires the following expressions shall have the meanings given below :-

“Accounting Period” means a calendar month for which payment of the Period Contract Payment is due.

“Allocated Routes” Means the routes awarded to the Contractor as set out in Schedule 2.

“Authorised Officer” means the Authority’s representative (or representatives) as nominated from time to time by the Authority

“Bribery Act” means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation

“Change” means a change to the Services made in accordance with clause 16.

“Commencement Date” means 01 September 2025

“Concessionary Fares Scheme” means the Scheme established by the ITA for the provision of concessionary fares to certain categories of the travelling public

as amended from time to time.

“Contract”

means this Contract together with the tender documents, the Statement of Requirements, the Contractor’s tender submission and any other documentation expressly named as being incorporated into the Contract.

“Contractor”

means the Contractor (being either an individual person, an unincorporated association or a limited company) to whom the Contract is awarded and where appropriate will include any employee, agent or sub-contractor of the Contractor.

“Contractor’s Tender Submission”

means the document submitted by the Contractor describing, amongst other matters, the Contractors proposed method of operation including details of the vehicles to be used on the Contract and other quality related issues as incorporated as a contractual document at Schedule 4

“Contract Manager”

means the person nominated from time to time by the Contractor to manage the Contract.

“Contract Period”

means the Commencement Date until 31 August 2027 where the

Contract will automatically expire unless extended in accordance with Clause 2.2

“Contract Price”

means the amount specified in the Pricing Schedule forming part of this Contract and attached at Schedule 3 being the value of any payments to be made under the Contract.

“Council”

The Council relating to the area in which the Services are delivered.

“Designated Service Change Date”

means a date agreed between the Contractor and the Authority from time to time as a date on which Service revisions should take place.

“Gross Cost Contract”

means a contract where the Authority takes the revenue risk and no Passenger Revenue is retained by the Contractor as indicated in the Contract (Background).

“Index”

means the “All Items” General Index of Retail Prices published by the Office for National Statistics.

“Invitation to Tender”

means the documents issued by the Authority inviting the Contractor to submit a tender.

“ITSO”

means the Government backed,

non-profit organisation which defines and develops the UK-wide technical specification for smart ticketing

“Lost Mileage/Lost Trip Deductions” means deductions to be made from any Period Contract Payment for a Service (or part thereof) which has not operated or is deemed not to have operated (in whole or part) in accordance with clause 10.5.

“Passenger Revenue” Means all on bus and off bus revenue regardless of the mechanism for collection.

“Performance Return” means the monthly statement, which the Contractor is required to submit noting any instances of non-operation and such other information as may reasonably be required by the Authorised Officer. In the case of Gross Cost Contracts the statement must also set out the number of passengers carried by ticket type as well as fare box revenue on a monthly basis.

“Performance Deductions” means deductions to be made by the Authority in the form of Service Credits from the Period Contract Payment in accordance with clause 10.

“Performance Statement”	Means the monthly statement issued by the Authority to the Contractor detailing Service Credits awarded and financial deductions to be made from the next Period Contract Payment.
“Period Contract Payment”	means the amount due to the Contractor (before any deductions or adjustments are made) for any Accounting Period.
“Prohibited Act”:	the following constitute Prohibited Acts: (1) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (2) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper

performance of a relevant
function or activity in
connection with this
Contract;

(3) committing any offence:

(i) under the Bribery Act;

(ii) under legislation creating
offences concerning
fraudulent acts;

(iii) at common law
concerning fraudulent
acts relating to this
Contract or any other
agreement with the
Authority; or

(iv) defrauding, attempting to
defraud or conspiring to
defraud the Authority;

(4) giving any fee or reward the
receipt of which is an offence
under Section 117(2) of the
Local Government Act 1972;

(5) directly or indirectly
canvassing any member or
officer of the Authority or
obtaining or attempting to
obtain information concerning
other quotations, tenders or

contracts.

“Real Time Information System” means the Realtime Information System or any real time system adopted in the future by the Authority for the provision of information by real time.

“School(s)” means the School(s) and routes referred to in Schedule 2 as being the School(s) for whom the Service is provided.

“Schools Transport Approved List” Means the list of Contractors who have been successful in being awarded a route under this Contract.

“Service” and “Services” means the public transport service(s) as set out in the Statement of Requirements at Schedule 1 being the Services that the Contractor is required to provide in accordance with the Contract.

“Service Credit(s)” Means such Service Credits awarded to the Contractor as a result of their failure to meet the contract performance requirements and/or or as a result of Lost Mileage/Lost Trips. Service Credits are to be allocated as set out in Schedule 8 (Service Credits)

“Ticketing Equipment”

means any equipment and/or software used by either the Contractor or the Authority to issue tickets, record Passenger Revenue, record the use of passes and all forms of prepaid travel, provide real time information and/or any other information. For the avoidance of doubt this also include mobile telephones.

“Timetable”

Means the timetable submitted by the Contractor in the Contractors Tender Submission and accepted by the Authority and incorporated in Schedule 4.

“Vehicles”

means the vehicles used by the Contractor to provide the Service(s).

“West Yorkshire Prepaid Ticket Scheme”

means the scheme administered by the West Yorkshire Ticketing Company Ltd.

“Working Days”

means a school day and is based on the standard calendar for the Council in which the school is located

“Yorcard”

means the electronic ticketing platform established by the Authority and South Yorkshire Mayoral Combined Authority.

- 1.2 A reference to any Act of Parliament or to any Order Regulation Statutory Instrument or the like shall include a reference to any amendment or re-enactment of the same.
- 1.3 Words importing the masculine gender include the feminine gender. Words in the singular include the plural and vice-versa and words importing individuals shall be treated as importing corporations, companies and vice-versa.
- 1.4 Headings are for ease of reference only and shall not affect construction or interpretation of the Contract.

2. CONTRACT TERM

- 2.1 The Contract shall commence on the Commencement Date and expire at the end of the Contract Period.
- 2.2 The Contract may be extended at the sole discretion of the Authority on an annual basis for up to two (2) years. The terms and conditions of this Contract shall remain in place for the duration of an extension.

3. CONTRACTOR'S OBLIGATIONS

- 3.1 The Contractor will at all times during the Contract Period provide the Services to the standard required by the Contract and the Statement of Requirements set out in Schedule 1.
- 3.2 The Contractor warrants that it has obtained and will retain all licences, approvals, registrations, permits, insurances and any other matters legally required for the provision of the Services.
- 3.3 The Contractor will ensure that they specify the service number(s) and destinations to be displayed and describes the route or routes and stopping places and fare stages for each Allocated Route.
- 3.4 The Contractor will at all times exercise all skill, care and diligence and ensure the welfare of passengers in providing the Services.

3.5 The Contractor will fully comply with the Safeguarding requirements which shall as a minimum include those set out below and those included in Schedule 7 (Safeguarding):

3.5.1 The Contractor will have a Safeguarding Policy, which includes but is not limited to, the following:

- Safe Recruitment practices
- Driver training arrangements
- Code of conduct for drivers and other members of staff
- Reporting procedure for raising concerns
- Whistleblowing Policy

3.5.2 The Contractor will make arrangements for drivers and all other members of staff involved in the direct delivery of the Services to receive basic Safeguarding training when commencing employment and refresher training every three years or whenever there is a change in requirements. The training must include but not be limited to the following:

- Responsibilities
- Recognising the signs of abuse
- How to Respond
- How to report

3.5.3 The Contractor will inform the Authority as soon as is practical if concerns are raised or complaints are received concerning a Safeguarding matter.

3.5.4 Key Safeguarding definitions are attached as Schedule 7 (Safeguarding).

3.6 The Contractor will at all times participate in the West Yorkshire Concessionary Fares Scheme and schemes administered by other local transport authorities through which the Service(s) operates. Qualifying passengers should be carried at the concessionary fare applicable at the time of travel. No claim for reimbursement under the Concessionary Fares Scheme shall be made for a Contract awarded on a Gross Cost Contract basis.

3.7 The Contractor must provide passenger and revenue information to the Authority in an electronic format capable of being imported into the Authority's electronic data analysis system, or alternatively allow the Authority access to web-based back office data taken

directly from Electronic Ticket Machines ("ETM's"). This provision is to apply by the Commencement Date. Data should be derived from the ETM's and show individual passengers' origin, revenue taken and ticket type by journey at fare stage level. Raw module data is acceptable. Data to be supplied by 21st day of the month following the month to which the data refers, unless otherwise agreed by the Authorised Officer. Data supply to be in accordance with the standard agreement from time to time in use.

- 3.8 Where the Authority stipulates the fares to be charged by the Contractor (Gross Cost Contract) then until such time as the Authority notifies the Contractor of a variation, and a variation has been formally executed by both Parties, the Contractor shall apply the fares so notified to it.
- 3.9 Where the fares to be charged by the Contractor for operating the Services are not stipulated by the Authority then the fares charged will not be higher than the maximum fare charged and not be lower than the lowest fare charged by bus operators operating on the route or part thereof, or if there is no such comparable fare it will be in line with the prevailing fare scale in the area. The Contractor will provide the Authorised Officer with a fare table for the Services no later than two (2) weeks prior to the start of the Contract and will make this available on request to passengers. No change to fares will be made without written or e-mail notification to the Authorised Officer, attaching copies of the proposed fare tables, which are to be introduced and a formal variation being entered into between the Parties if such change affects information contained in the Contract. Such information to be supplied no later than fourteen (14) days prior to implementation. The Contractor will use reasonable endeavours to ensure that all passengers are charged the correct fare for the journey.
- 3.10 The Contractor shall at all times while providing the Service(s) accept valid tickets that have been issued in advance on behalf of the West Yorkshire Ticketing Company (WYTCL) and may refuse travel to passengers who do not pay a fare or who do not have a valid pass or permit. When deciding whether to refuse travel the Contractor should have regard to any national or local guidance issued in respect of refusing travel to specific groups of passengers e.g. children or the elderly. Nothing in this clause 3.10 confers any obligation on the Contractor to carry the passenger where to do so would mean that the vehicle capacity was exceeded. As this is a closed service anyone who travels on the service will need a Priority PhotoCard (if they pay a fare) or a zero

fare Boarding Pass (if they qualify for free travel) both options will be accepted by the Contractor.

- 3.11 Without prejudice to the Authority's rights under clause 10 (Contract Performance) the Contractor shall notify the Authority as soon as it becomes aware that it will be unable to operate a Service or journeys forming part thereof. Such notification must be made by telephone to the Authority's Education Transport Call Centre as soon as the Contractor becomes aware of the problem or as soon as practical afterwards, and in accordance with procedures outlined in any agreement with the Contractor relating to real time information.
- 3.12 Under no circumstances will the Contractor make any variation or change to the Service(s) without the express written approval of the Authorised Officer. Where circumstances beyond the control of the Contractor prevent the specified route or timetable from being followed the Contractor shall adopt an alternative, which is as close as practically possible to the specified route and timetable and shall notify passengers and the Authority's Education Transport call centre accordingly. Any such alterations lasting for more than one day must be agreed with the Authorised Officer as soon as possible thereafter.
- 3.13 The Contractor shall advise the Authorised Officer of any problems experienced in complying with the specified route and timetable. In the event of the Contractor reporting such problems to the Authority, the Authority will co-operate with the Contractor to agree any changes required and the implementation of such agreed changes as soon as possible. Consent for any such change will not be unreasonably delayed or withheld.
- 3.14 If a passenger tenders legal currency in an amount that covers the fare then provided such amount tendered does not exceed £20.00 (twenty pounds) the Contractor will not refuse to carry that passenger due to the fact that the passenger does not tender the correct change for the fare or due to the fact that the Contractor has insufficient change on the vehicle at the time of boarding. This clause shall not oblige the Contractor to accept a denomination of currency if the Contractors policy is not to accept such currency due to the risk of fraud provided that such a policy is notified to passengers by signage mounted at the place where payment is made.

- 3.15 Passengers shall be prohibited from smoking or vaping on all Services and appropriate signage shall be displayed. The Contractor shall take all reasonable steps to enforce such prohibition.
- 3.16 The Contractor shall use electronic Ticketing Equipment on all Services (QR/emv capable). Subject to clause 3.10 all passengers who pay a fare must be issued with a ticket to the appropriate value and showing the appropriate passenger category. A record must be kept of all passengers who for whatever reason travel without payment of a fare.
- 3.17 Except for circumstances beyond the Contractors reasonable control the Contractor will at all times use the designated stands (as notified by the Authority or owner) within bus stations and interchanges, subject to any changes which may be notified from time to time and also designated bus stops along the route of the Service(s). The Contractor will be responsible for the payment of all charges to use a bus station.
- 3.18 At all times the Contractor shall participate in the West Yorkshire Prepaid Ticket Scheme.
- 3.19 The Contractor shall operate the level of Service(s) specified on each school day.

4. VEHICLES

- 4.1 In providing the Services the Contractor shall only operate Vehicles that meet or exceed the minimum requirements set out in the Statement of Requirements and any qualitative assurances given in the Contractor's Tender Submission.
- 4.2 Without prejudice to 4.1 above any Vehicle used in providing the Service(s) will meet all the requirements of all relevant Acts of Parliament, Statutory Instruments, Orders or Regulations from time to time in force.
- 4.3 The Contractor will keep all Vehicles and associated equipment used to provide the Service(s) in good and serviceable repair and in such condition both mechanically and in external appearance as is commensurate with the proper performance by the Contractor of his obligations under the Contract.

- 4.4 A two-way communication system shall be installed and/or available for use on any Vehicle whenever used for the provision of Services under this Contract. A hands free kit shall be available for use with mobile phones.
- 4.5 A closed circuit television system (CCTV) shall be installed and available for use on any Vehicle whenever used for the provision of Services under this Contract.
- 4.6 Where required, all Vehicles used for the provision of the Services shall, within six months of the start of the Contract, be equipped with GPS real time equipment and supply vehicle-tracking information to the Real Time Information System in accordance with any agreement relating to such equipment. Any ticketing equipment used shall, within six months from the start of the Contract, be fitted with an Electronic Ticket Machine ITSO smartcard reader and supply smartcard transaction data to an ITSO back office or the Yorcard back office in accordance with any agreement relating to the supply of data to the Authority.
- 4.7 All Vehicles used for the provision of the Services shall on a daily basis be cleaned internally and excess litter shall be regularly removed as required. Externally they shall be cleaned at least weekly and more regularly (including daily) when required.
- 4.8 All Vehicles will be equipped with heaters, which must be used when necessary to maintain passenger comfort.
- 4.9 The Contractor will at all reasonable times with appropriate notice and subject to the Contractor's obligations to the Traffic Commissioner to operate its services, permit the Authorised Officer access to any Vehicle or equipment used to provide the Services. The Authorised Officer (acting reasonably) shall be entitled to serve upon the Contractor a notice in writing requiring the Contractor to put any Vehicle into such condition (including cleanliness) as is reasonably required for the proper performance of the Services. The Contractor shall forthwith upon receipt of such notice cause all necessary works to be carried out in order to comply with such notice.
- 4.10 Without prejudice to the generality of clause 4.3 the Authority shall have the right to inspect and audit (or to procure the inspection and audit of) the Contractor's systems of maintenance and repair.

- 4.11 The Contractor shall ensure that it has an adequate number of vehicles available, as non-availability of a vehicle will not be deemed an acceptable reason for failure to provide the Services save for exceptional circumstances.
- 4.12 The Contractor must operate Vehicles which provide the specified seating or overall capacity, including standing (depending on the Statement of Requirements), and shall notify the Authorised Officer if this capacity is regularly found to be inadequate for any journey within the Contract, giving full details of the problem. Smaller capacity vehicles may be used with the permission of the Authorised Officer, provided that they offer sufficient seating, or overall capacity, including standing (depending on the Statement of Requirements) for all passengers who may reasonably be expected to travel. Seatbelts must be provided where this is specified.
- 4.13 The Contractor will not use any open-top, vintage or similar vehicle in the performance of the Services.
- 4.14 The Contractor shall display on its Vehicles used under the Contract any notices as reasonably required by the Authority, including if required an indication that a specific journey is operated under contract to the Authority.
- 4.15 Upon request from the Authority, the Contractor shall ensure that the Authority's monitoring staff are carried (free of charge) on any Vehicle, operating a Service and allowed to conduct relevant surveys on such Vehicles. At all times such staff shall comply with all regulations covering the conveyance of passengers (including any maximum to be carried) and shall at all times comply with the reasonable instructions of the driver in relation to the operation of the Vehicle or the Service.

5. LICENCES, REGISTRATIONS, ETC.

- 5.1 If at any time any insurance, licence, approval, registration or other permission required to provide the Services is revoked, removed, restricted, suspended or amended or if the Contractor or any sub-contractor shall have any action taken, or be called to public inquiry, by any competent agency or body including without prejudice to the generality of this clause, the Police, the Traffic Commissioner, the Health and Safety Executive

and the Driver and Vehicle Standards Agency (DVSA), then the Contractor shall forthwith notify the Authorised Officer in writing.

- 5.2 If as a consequence of any matter referred to in clause 5.1 above the Contractor may no longer lawfully operate the Services in whole or in part then the Authorised Officer must be notified immediately and the Services or the relevant parts of the Services (as appropriate) shall be suspended with immediate effect and the Traffic Commissioner notified accordingly. Without prejudice to the Authority's rights under clauses 17 and 18 (Suspension and Termination/Recovery of Sums Due to the Authority) if the Contractor's licence, approval, registration or permission is restored the Authority may by written notice require the Services to be recommenced immediately. The Authority may, at their sole discretion, at any time while the Services or any part thereof are suspended terminate the Contract or the part of the Contract relating to the part of the Services that are suspended in accordance with clause 17 (Suspension and Termination).
- 5.3 The Contractor shall provide the Authority with copies of all relevant correspondence with/from the Traffic Commissioner or any other competent agency or body relating to any licence, approval, registration or permission lawfully required to operate the Services being removed, revoked, restricted, suspended or amended and keep the Authorised Officer fully and promptly informed.
- 5.4 The Authority may terminate the Contract or part thereof in accordance with clause 17 (Suspension and Termination), if arising from evidence accepted by a court of law or public inquiry that the safety of passengers using the Services has been placed at risk.
- 5.5 Without prejudice to clause 5.4 the Authority may suspend the provision of Services under this Contract whilst any investigation takes place in relation to any allegation received relating to the provision of the Services and/or the conduct or actions of any person employed (for the avoidance of doubt this includes but is not limited to sub-contractors and agents) in the provision of the Services by the Contractor.

6. APPLICATION OF APPENDICES

- 6.1 The Contractor must observe the contents of all Schedules and Appendices as they form part of this Contract.

7. CONTRACTOR'S EMPLOYEES

- 7.1 The Contractor shall appoint a Contract Manager to act on their behalf for all purposes connected with the Contract and shall promptly notify the Authorised Officer of such appointment and any change thereto. Any notice, information, instruction, request, or other communication given or made to the Contract Manager by the Authority and/or the Authorised Officer shall be deemed to have been given or made to the Contractor. The service of any such notice shall comply with the provisions of clause 21 (Service of Notices).
- 7.2 The Contract Manager or persons nominated as their substitute shall be available for consultation with the Authority at all times that the Service operates. The Contractor shall furnish the Authority with details of how to contact the Contract Manager.
- 7.3 The Contractor shall at all times during the Contract Period employ sufficient, qualified and adequately trained drivers and other employees to ensure the proper performance of the Contract.
- 7.4 No employee of the Contractor will in connection with the Services solicit any gift or gratuity from a passenger.
- 7.5 The Authority reserves the right to require removal of any employee used by the Contractor in performance of the Services, who in the reasonable opinion of the Authorised Officer:-
- (i) is not performing in compliance with the Contract;
 - (ii) is guilty of serious or repeated misconduct and/or negligence;
 - (iii) is acting in a manner detrimental to the Authority's interests;
 - (iv) is not fit to perform the Services; and

(v) is a risk to passengers or other road users

The Authority will not be held responsible or liable to the employee or the Contractor as a result of requesting such removal.

- 7.6 The right contained in clause 7.5 above shall not be exercised arbitrarily, vexatiously or capriciously by the Authorised Officer
- 7.7 The Contractor will replace any employee removed in accordance with clause 7.5 above with a properly qualified and trained replacement in such time as is reasonable in the circumstances to the Authorised Officer at no cost to the Authority.
- 7.8 The Contractor must ensure that any driver, or such other relevant personnel that may be used in the performance of the Services has completed and had cleared an enhanced Disclosure and Barring Service (DBS) check to an enhanced level.
- 7.9 The Contractor must ensure that any driver used in the performance of the Services is a holder of a category D licence and has an up to date Certificate of Professional Competence driver qualification card.

8. STATUTORY COMPLIANCE

- 8.1 The Contractor shall carry out all of its obligations so as to comply with all relevant laws applicable to delivery of the Services (whether such are mandatory or permissible) and with the requirements of common law, all acts of Parliament, statutory instruments, regulations and orders from time to time in force.

9. DISPUTE RESOLUTION

- 9.1 Where any dispute arises between the Parties in connection with the Contract which cannot be resolved by the Authorised Officer and the Contract Manager (who shall co-operate in good faith to resolve the dispute), either Party may by written notice request that a Director (or the senior nominee) of each Party meet in good faith to attempt to

resolve the dispute without recourse to legal proceedings. Where such a request is made the meeting must take place within ten (10) working days of the date the written request is made.

- 9.2 If the dispute is not resolved as a result of such meeting, either Party may (at such meeting or within five (5) Working Days of its conclusion) propose to the other Party in writing that structured negotiations be entered into with the assistance of a neutral adviser or mediator ("Neutral Adviser").
- 9.3 If the Parties are unable to agree on a Neutral Adviser or if that person is unable or unwilling to act, either Party may apply to the President of the Law Society to appoint a Neutral Adviser within five (5) Working Days from the date of the proposal to appoint a Neutral Adviser or within five (5) Working Days of notice to either Party that he or she is unable or unwilling to act.
- 9.4 The Parties shall as soon as possible meet with the Neutral Adviser in order to agree a programme for the exchanging of any relevant information and the structure to be adopted for the negotiations.
- 9.5 The Neutral Adviser shall produce recommendations based upon a review of information provided by the Parties.
- 9.6 If the Parties accept the Neutral Adviser's recommendations or otherwise reach agreement on the resolution of the dispute, such agreement shall be recorded in writing and, once signed by their representatives, shall be binding on the Parties. The Parties shall bear their own costs in connection with this clause 9 but the costs of the Neutral Adviser shall be borne as the Neutral Adviser directs.
- 9.7 Unless concluded by the written binding agreement referred to in clause 9.6, all negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 9.8 If the Parties fail to reach agreement within ten (10) Working Days of the Neutral Adviser's recommendations then any dispute between them may be referred to the courts unless within such period or a further period of five (5) Working Days the Parties

agree to refer the matter to arbitration to an arbitrator whose method of appointment is agreed between them.

- 9.9 Nothing in clause 9 shall operate so as to require any Party to follow the dispute resolution procedure where in its reasonable opinion it considers that any legal rights that it may have would be prejudiced by delay including the possible loss of availability of interim relief.

10. CONTRACT PERFORMANCE AND SERVICE CREDITS

- 10.1 The Authority will monitor the performance of the Contractor under the Contract.
- 10.2 Where the Contractor is a participant in the Real Time Information System, data from that system will be used to monitor the operation of the Services in accordance with any other agreement between the Parties in so far as it relates to such information.
- 10.3 The Contractor shall, by the 21st day of the month following the month to which the data refers, submit a completed Performance Return to the Authorised Officer, and in such format, as may be requested by the Authority and/or the Authorised Officer. All data supporting the information provided in the Performance Return must be retained by the Contractor for a period of twelve (12) months from the date of submission of the relevant return.
- 10.4 The Contractor shall include within the Performance Return referred to in clause 10.3 a list of specified journeys, which, during the previous calendar month have not been operated or have operated more than twenty (20) minutes late at a registered timing point and shall give reasons therefore.
- 10.5 The Authority may make Lost Mileage/Lost Trip Deductions from the Contract Price in respect of any journeys, which have not been operated or have been operated over twenty (20) minutes late at a registered timing point. Due allowance will be made by the Authority for extreme adverse weather or traffic conditions.

- 10.6 Lost Mileage/Lost Trip Reductions in the Contract Price shall be calculated by dividing the current value of the annual Contract Price by the number of weeks of operation and then subdividing this by the number of weekly trips ("Cost Per Trip). If the Contractor fails to operate more than 99.5 per cent of the total trips specified by the Authority during that period, any Lost Mileage/Lost Trips below this figure will be deducted from the Contract Price.
- 10.7 Each declared Lost Mileage/Lost Trip reduction calculation will then be subject to an increase of ten per cent (10%) of the value of the deduction to include the Authority's administrative costs. Lost Mileage/Lost Trips observed by the Authority and not declared by the Contractor in the Performance Return will incur a pro-rata Lost Mileage/Lost Trip deduction and an additional administration charge of fifty per cent (50%) of the total value of the Contractor's deductions for the period.
- 10.8 The Authority shall monitor the performance of the Contractor and will issue the Contractor with a Performance Statement detailing the Service Credits issued in accordance with Schedule 1 (Statement of Requirements) and Schedule 8 (Service Credits) together with the value of Performance Deductions to be made from the period payment following issue of the Performance Statement.
- 10.9 Notwithstanding the provisions of Schedule 1 (Statement of Requirements) the Authority will monitor the performance of the Contractor in meeting the requirements set out in the Statement of Requirements and may issue Service Credits for non-compliance with the provisions of the Performance Statement and/or the supply of Performance Returns as required. Such Service Credits to be included in the Performance Statement.
- 10.10 The Contractor may, within two (2) weeks of receipt of the Performance Statement, request a review of the circumstances of the award of Service Credits. The Authority will take appropriate mitigating circumstances into consideration when reviewing the Performance Statement, however, the Authority's decision will be final as to the outcome of any review.

- 10.11 The value of Performance Deductions in respect of each Service Credit shall be **£25.01** as at 1 April 2025. This will be reviewed twice per annum and increased/decreased in accordance with the Index.
- 10.12 If, in the reasonable opinion of the Authority, the performance of the Contractor in relation to the Contract is unsatisfactory, the Authority will notify the Contractor in writing (Notification of Breach) indicating the area or areas of concern and will require a plan of corrective action (Improvement Statement) to be submitted to the Authority by the Contractor within a time period specified by the Authority proportionate to the scale and frequency of the breach(s).
- 10.13 The Authority may issue one (1) or more than one (1) Notification of Breach Notice relating to one (1) or a series of related performance issues. Notifications may run concurrently. When a Contractor has been issued with three (3) or more Notifications of Breach Notices within a rolling period of six (6) months the Authority may terminate this Contract with immediate effect in accordance with clause 17.5(c).
- 10.14 On receipt of a Notification of Breach Notice the Contractor will be required to respond with immediate effect by providing the Authority with details and timescales setting out how they will resolve the breach ("Contractors Improvement Statement). If the Authority deems the Contractor's Improvement Statement to be unsatisfactory, they will respond to the Improvement Statement detailing the areas that they believe need to be improved to remedy the issues. The Contractor will then amend the Improvement Statement and resubmit it to the Authority for approval. Upon approval of the Improvement Statement by the Authority, the Contractor will immediately commence rectification of the issues in line with the approved Improvement Statement.
- 10.15 Performance in relation to the Improvement Statement will be reviewed at the Authority's discretion and a formal meeting (Review Meeting) may be held within a time period specified by the Authority from the date of approval of the Improvement Statement. The Review Meeting may address more than one (1) Improvement Statement.
- 10.16 If following a Review Meeting, (if held), or during any other review the Contractor satisfies the Authority that the areas of concern have been remedied then the Authority may discharge the Improvement Statement.

10.17 If following a Review Meeting (if held) or during any other review the Contractor fails to satisfy the Authority that the areas of concern have been remedied then the Contractor will be in default and the Authority may:

- a) Specify a further period for the attainment of the targets set out in the Improvement Statement and/or;
- b) Specify a revised Improvement Statement and/or;
- c) Issue a formal warning which may be accompanied with liquidated damages in the form of Service Credits commensurate with the number, gravity and or frequency of the breach(s)
- d) Without terminating the Contract itself, provide or procure the provision of part or the whole of the Services until such time as the Contractor is able to demonstrate to the reasonable satisfaction of the Authority that the Contractor will be able to perform such part of the Services in accordance with the Contract and/or;
- e) Without terminating the Contract itself, terminate that part of the Contract in respect of the Services in default only and thereafter itself provide or procure this part of the Services and/or;
- f) Terminate the whole Contract in accordance with Clause 17 (Suspension and Termination)

10.18 The Authority may charge the cost of any part of the Services provided by it or by a third party under this clause 10 to the Contractor in accordance with clause 11 (Substituted Performance).

10.19 The remedies of the Authority under this clause may be applied in respect of any one or more default by the Contractor.

11. SUBSTITUTED PERFORMANCE

11.1 In accordance with Clause 9.11(b) if without good reason, in the opinion of the Authorised Officer, the Contractor for whatever reason regularly fails to perform the Services in whole or in part strictly in accordance with the terms of the Contract, or in performing the Services there is an unacceptable level of deficient Service, then

without prejudice to any other remedy available to the Authority the Authorised Officer may make alternative arrangements to provide and perform such of the Services which the Contractor fails to perform or performs deficiently. The costs (together with a sum equal to ten percent (10%) of the costs of remedying the breach of contract towards the Authority's administrative costs and overheads) shall be payable by the Contractor to the Authority on demand as a debt.

12. DATA PROVISION, AUDIT AND COMPLAINTS

- 12.1 In addition to the Performance Return required in accordance with clause 10 the Authority may require that the Contractor provide and make available to the Authority within two weeks of their request any passenger, revenue, timekeeping, or ticket data extracted from the Ticketing Equipment in an agreed format. All data supporting the information provided as a result of any request must be retained by the Contractor for a period of twelve (12) months from the date of submission of the relevant information.
- 12.2 The Authority may use any data provided by the Contractor for any purpose connected with the provision of the Services, including, without prejudice to the generality of this clause, to audit the provision of the Services.
- 12.3 The Contractor shall provide, on request to the Authorised Officer, details of all complaints received by the Contractor in respect of the Services. Where a response is required by the Authority the complaint should be forwarded within one (1) week. Where the Contractor is merely providing a copy of the complaint together with their reply, this should be forwarded within four (4) weeks of receipt.
- 12.4 The Authority, its employees, agents and contractors shall have a right of access at reasonable times and upon reasonable notice to the Contractors premises and Vehicles for the purpose of:-
 - (i) auditing Contract compliance
 - (ii) auditing all records and information provided in accordance with this Contract.

13. PAYMENT

- 13.1 No payment will be made to the Contractor until the Commencement Date and any costs incurred by the Contractor prior to the Commencement Date shall be deemed to have been included in the Contract Price.
- 13.2 Provided the Contractor shall have performed the Services in accordance with the Contract, the Authority shall pay the Contractor the Period Contract Payments in accordance with this clause 13.
- 13.3 The Period Contract Payment for any Accounting Period shall be equal to the sum of the Contract Price divided by the number of days of operation in the Contract Period (based on three hundred and sixty five/six (365/6) days) multiplied by the number of calendar days in the Accounting Period.
- 13.4 The total of all the Performance Deductions and the Lost Mileage/Lost Trip Deductions incurred for each Accounting Period shall be made from the next or any subsequent Period Contract Payment. In the case of the Performance Deductions and Lost Mileage/Lost Trip Deductions to be made in respect of the last Accounting Period of the Contract these shall, at the discretion of the Authority be paid by the Contractor to the Authority or set off against other amounts owed by the Authority to the Contractor under any other contract with the Contractor.
- 13.5 Payment by the Authority of the Period Contract Payment for the corresponding period shall be conditional upon receipt of an accurate and complete Performance Return and the provision of passenger information within the specified time period.
- 13.6 If the Performance Return is not submitted and/or the passenger information is not received in accordance with clause 13.5 above the relevant Period Contract Payment shall be withheld until the next payment date after the submission is received (provided it is received within the timescales stipulated in clause 10.3). No interest shall be payable by the Authority in such circumstances. If the Authority has been unable to process a properly received Performance Return (due to no fault of the Contractor) it shall pay the Period Contract Payment to the Contractor and it reserves the right to deduct any amounts that would have been properly deducted had the Performance Return been processed from the next or any subsequent payment.

13.7 Subject to Clause 13.6 above for each Accounting Period the payment of the Period Contract Payment (less Passenger Revenue for a Gross Cost Contract and less any other deductions) shall be made within twenty (20) Working Days of the last day of that Accounting Period into the nominated bank account of the Contractor.

13.8 Payment will be made by BACS into an agreed bank account.

14. INDEXATION

14.1 The Contract Price shall be subject to adjustment in line with inflation where specifically referred to within this Contract. Such adjustments shall be calculated at the 31 October each year using the most recent available Index or such other method of adjustment as shall be mutually agreed in writing between the Parties.

14.2 Contracts for less than twelve (12) months duration shall not be subject to adjustment in line with inflation.

15. INDEMNITY AND INSURANCE

15.1 The Contractor shall be responsible for and shall release and indemnify the Authority, its employees, agents and contractors from and against all liability for death or personal injury, loss of or damage to property (including property belonging to the Authority for which the Contractor is responsible) and any other loss, damage, cost and/or expense which may arise out of or in the course of or by reason of the performance or non-performance of the Contract by the Contractor, its employees or agents whether such injury, loss, damage, cost and/or expense be caused by negligence or otherwise provided always that the Contractor shall not be liable to indemnify the Authority for any injury, loss, damage, cost and/or expense to the extent that the negligence of the Authority, its employees, agents or contractors is shown to have contributed to the said injury, loss, damage, cost and/or expense.

15.2 If the Authority receive any notice, demand, letter or other documents concerning any claim from which it appears that the Authority is or may become entitled to an indemnity under clause 15.1, then the Authority shall notify the Contractor as soon as reasonably practicable and shall supply a copy of the relevant documents to the Contractor and the following provisions shall apply:-

- 15.2.1 where and so long as it appears that the Authority is or may become entitled to an indemnity from the Contractor in respect of the claim, the Contractor shall be entitled to resist the claim in the name of the Authority and shall have the conduct of any defence of the claim and of any incidental appeals or negotiations and the Authority, shall give the Contractor at the Contractors expenses all reasonable co-operation, access and assistance for the purpose of dealing with the claim;
- 15.2.2 the Contractor shall keep the Authority fully informed in relation to the claim and shall consult the Authority as to the conduct of any defence to the claim to the extent that it is reasonable to do so;
- 15.2.3 the Authority shall be free to pay or settle any claim on such terms as they may in its absolute discretion think fit and without prejudice to its rights and remedies under this Contract in the following circumstances (but otherwise not without the prior consent of the Contractor, such consent not to be unreasonably withheld or delayed):
- (i) if within twenty one (21) days after the said notice from the Authority under this clause 15.2 the Contractor fails to notify the Authority in writing of its intention to assume the conduct of the claim; or
 - (ii) if the Contractor fails to comply in any material respect with the provisions of clause 15.2.2
- 15.3 Without prejudice to its liability to indemnify the Authority under this clause 15 the Contractor shall, at its own expense, arrange and maintain throughout the Contract Period the following insurances ("the Insurances"):
- 15.3.1 public liability in the sum of not less than £10,000,000 (ten million pounds) per incident;
- 15.3.2 employers' liability as may be required from time to time under the provisions of the Employers Liability (Compulsory Insurance) Act 1969; and

15.3.3 motor vehicles liability (as required under the Road Traffic Act 1988 or any subsequent legislation or statutory requirements) and in the sum appropriate to reflect their use as Public Service Vehicles carrying up to the maximum authorised capacity of the Vehicle or such other insurance/deposit scheme which satisfies the Contractors legal responsibility

with an insurer (or insurers) authorised to underwrite such risks in the United Kingdom.

15.4 The Contractor shall ensure that the Insurances cover the Contractors legal liability (including liability assumed under the Contract) which may arise out of or in the course of or by reason of the performance or non-performance of the Contract.

15.5 At any time during the Contract Period the Contractor shall on request from the Authorised Officer provide proof to the reasonable satisfaction of the Authorised Officer that the Insurances have been effected and are in force.

16. CHANGE PROCEDURE

16.1 The Authority and the Contractor acknowledge and agree that from time to time during the Contract Period the Authority may require the Services provided under the Contract to be changed.

16.2 The Authorised Officer will discuss with the Contractor any Change proposed. If the Parties agree the changes and any financial implications of such Change then the Change shall be documented as detailed in clause 16.6 below.

16.3 Where the Authority and the Contractor are unable to agree the proposed Change in accordance with clause 16.2 above the Authorised Officer shall, if the Authority wish to proceed with a Change, issue a change control notice ("CCN") to the Contractor in the form set out in Schedule 5.

16.4 The Contractor shall give proper consideration to the CCN and if agreed shall sign the same. If the Contractor does not accept the CCN it shall within five (5) Working Days of its receipt respond in writing to the Authority to that effect setting out the reasons.

- 16.5 If the CCN is not agreed then the Parties shall use all reasonable endeavours to meet within five (5) Working Days of receipt of the Contractors response under clause 16.4 to discuss the proposed Change and the reasons for non-acceptance. If agreement is not reached then proposed Change shall not take place.
- 16.6 When any Change is agreed between the Parties the Parties shall agree the date from which the Change will become effective subject to the requirements of registration. The agreement shall be recorded in a document issued by the Authority and will become legally binding once signed by both Parties.

17. SUSPENSION AND TERMINATION

- 17.1 Without prejudice to the Authority's rights to terminate this Contract in accordance with this clause 17 (Suspension and Termination), if a right to terminate this Contract arises in accordance with these terms and conditions, the Authority may suspend the Contractor's appointment to provide the Services by giving notice in writing to the Provider. If the Authority provides notice to the Contractor in accordance with this Clause 17.1, the Contractor's appointment shall be suspended for the period set out in the notice or such other period notified to the Contractor by the Authority in writing from time to time.
- 17.2 Without prejudice to this clause 17 (Suspension and Termination) the Authority may suspend the provision of Services under this Contract whilst any investigation takes place in relation to any allegation received relating to the provision of the Services and/or the conduct or actions of any person employed (for the avoidance of doubt this includes but is not limited to employees, sub-contractors and agents) in the provision of the Services by the Contractor.
- 17.3 Where the Contract is suspended in accordance with clause 17.1 and/or clause 17.2, the Authority will issue a notice on the Contractor suspending Services whilst an investigation takes place. The Authority will not be responsible or liable to the Contractor in any way whatsoever as a result of undertaking this action.

- 17.4 Further to clause 17.3 once a full investigation has taken place in relation to any allegation the Authority may at their sole discretion, reinstate the Services by providing notice to the Contractor stating the date upon which Services are able to recommence or alternatively terminate the Contract in accordance with clause 17.5.
- 17.5 This Contract may be terminated in whole or in part with immediate effect, without prejudice to any other accrued rights or remedies under the Contract and the Authority will be entitled to recover any loss they have incurred as a result of such termination if:
- (a) the Contractor shall have offered or given or agreed to give any person any gift, or consideration of any kind as an inducement or reward for doing, or forbearing to do, or having done or forborne to do any action in relation to the obtaining of the Contract or any other Contract with the Authority;
 - (b) for showing or forbearing to show favour, or disfavour, to any person in relation to the Contract, or any other Contract with the Authority, or if the like acts shall have been done by any person employed by the Contractor, or acting on the Contractor's behalf (whether with or without knowledge of the Contractor);
 - (c) Further to clause 10.13 where the Contractor has been issued with three (3) or more Notification of Breach Notices within a rolling six (6) month period.
 - (d) Following suspension of the Contract in accordance with clause 17.1 and/or clause 17.2 the Authority following the conclusion of any investigation into the delivery of the Services and or conduct or actions of any person employed (for the avoidance of doubt this includes but is not limited to employees, sub-contractors and agents) in the provision of the Services is confirmed to be true.
 - (e) if in relation to the Contract or any other Contract with the Authority, the Contractor or any person employed by the Contractor, or acting on the Contractor's behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any officer of the Authority, the receipt of which is an offence under Section 177 (2) of the Local Government Act

- (f) the Contractor commits a breach of any of its obligations under the Contract and in the case of such a breach which is capable of remedy fails to remedy the same within twenty eight (28) days of notification of the breach by the Authority or within such time period set out in the Improvement Statement (and in which the Authority expresses its intention to exercise its rights under this sub-clause);
- (g) Where the Contractor has failed to comply with the provisions set out in any Improvement Statement and improve delivery of the Services;
- (h) Where the Contractor has previously been subject to an Improvement Notice (whether current, expired or terminated) and fails to provide the Services and experiences the same issues that should have/or previously had been resolved under an Improvement Statement issued in the previous twelve (12) months;
- (i) becomes bankrupt or makes a composition or arrangement with its creditors, or has a proposal in respect of its company for voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;
- (j) has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver;
- (k) has a winding up order made, or (except for the purpose of amalgamation or reconstruction) a resolution for voluntary winding-up passed;
- (l) has a provisional liquidator receiver or manager of its business or undertaking duly appointed;
- (m) has an administrative receiver, as defined in the Insolvency Act 1986 appointed;
- (n) has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge;

- (o) is in circumstances which entitle the Court or a creditor to appoint, or have appointed a receiver, a manager or administrative receiver, or which entitle the Court to make a winding-up order.

17.6 The Authority become aware of any misrepresentation by the Contractor or any misleading, fraudulent or incorrect statements or documents issued by the Contractor to the Authority either as part of the tender process or during the term of the Contract that the Authority considers to be material to the delivery of the Services. The Authority's decision shall be final;

17.7 Notwithstanding the rights to immediately terminate the Contract in clause 17.5 the Authority may give notice to terminate the Contract by providing not less than eight (8) weeks written notice in any of the following circumstances:-

- (i) The Authority or other funding sources make insufficient finance available to the Authority for revenue support of the Services (or part thereof);
- (ii) a commercial service is registered, which in the opinion of the Authorised Officer removes the need for the Services to be provided;
- (iii) the provision of the Services (or part thereof) is or will no longer be required;
- (iv) the Authority changes their operating model and this impacts on the Services provided under this Contract;
- (v) The Authority decides to move any of the Services provided under this Contract to a Franchising model.

17.8 Without prejudice to the Authority's rights under clause 17.4 prior to terminating the Contract in accordance with clause 17.4 the Authority shall, where possible, consult with the Contractor to seek its views about the proposed termination.

17.9 If the Contract is suspended or terminated as provided in this clause 17 and is not reinstated, the Authority shall:-

- (i) cease to be under any obligation to make further payment until any costs, loss and/or damage resulting from or arising out of the termination of the Contract

have been calculated and, provided such calculation shows a sum or sums due to the Contractor;

- (ii) be entitled to provide itself or procure and pay other persons to provide and complete the provision of the Services or any part thereof;
- (iii) be entitled to deduct from any sum or sums which would but for Clause 17.9 (i) have been due from the Authority to the Contractor under the Contract or any other Contract or be entitled to recover the same from the Contractor as a debt any loss or damage to the Authority resulting from or arising out of the termination of the Contract. Such loss or damage shall include the reasonable cost to the Authority of the time spent by its officers in terminating the Contract and in making alternative arrangements for the provision of the Services or any part thereof;
- (iv) when the total cost, loss and/or damage resulting from or arising out of the termination of the Contract has been calculated and deducted so far as practicable from any sum or sums which would but for clause 17.9 (i) have been due to the Contractor, any balance shown as due to the Authority shall be recoverable as a debt, or alternatively the Authority subject to clause 18 (Recovery of Sums Due) shall pay to the Contractor any balance shown as due to the Contractor.

17.10 The rights of the Authority under this clause 17 are in addition to and without prejudice to any other rights the Authority may have.

17.11 If the Contract is terminated under clause 17 the Contractor shall be entitled to receive from the Authority any sum or sums due in respect of providing the Services up to the time of termination of the Contract.

17.12 The Contractor may give notice to terminate a Contract by not less than eight (8) weeks written notice.

18. RECOVERY OF SUMS DUE TO THE AUTHORITY

- 18.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to the Authority the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other contract with the Authority except to the extent that such sum is the subject of legal dispute.

19. ALIENATION

- 19.1 The Contract is personal to the Contractor who shall not without the prior express written consent of the Authority (such consent not to be unreasonably withheld or delayed) assign, novate or otherwise dispose in whole or in part of its rights hereunder nor assign sub-contract or otherwise delegate in whole or in part any of its obligations hereunder (except in cases of temporary emergency where the Authority shall be informed as soon as is practical in the circumstances). Approval by the Authority of any sub-contract shall not relieve the Contractor of any of its obligations hereunder.

20. RE-TENDER, HANDOVER AND THE APPLICATION OF TUPE

- 20.1 The Contractor agrees to comply with the requirements of Schedule 7 where, in the opinion of the Authority, the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) ("TUPE") are likely to apply on the expiry, termination or partial termination of this Contract.
- 20.2 The Contractor shall provide such information as requested by the Authority in relation to TUPE within such time period as may be stated in any request to allow the Authority to be able to include such information (subject to confidentiality obligations) in any future tender for the provision of these Services. The Contractor must provide such information as requested within the set timescales. The Authority may request that the Contractor provides an update to this information, such update to be provided in a timely manner within any deadlines stated.
- 20.3 The Contractor shall co-operate fully with the Authority and any incoming or replacement supplier during any handover arising from the expiry or early termination of this Contract. This co-operation, during the setting up of operations with a new or replacement contractor, shall extend to allowing full access to, and providing copies

of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.

- 20.4 Within ten (10) working days of being so requested by the Authority, the Contractor shall transfer to the Authority, or any other person or body designated by the Authority, free of charge, all computerised filing, recording documentation, planning and drawings held on software and utilised in the provision of the Services. The transfer shall be made in such format as requested by the Authority.

21. SERVICE OF NOTICES

- 21.1 Any demand notice or other communication required to be given hereunder shall be sufficiently served if served on the Contractor's Director or if unincorporated on the proprietor or any partner and in respect of the Authority if served on the Authorised Officer by first class post.
- 21.2 Any document, which may be served on the Contractor by the Authority, shall be sent to the registered office or last known address of the Contractor.
- 21.3 Any document, which may be served by the Contractor on the Authority or the Authorised Officer, shall be sent to the Authorised Officer at West Yorkshire Combined Authority, Wellington House, 40-50 Wellington Street, Leeds, LS1 2DE.
- 21.4 Any notice shall be deemed to have been received by the addressee on the second Working Day after the date of posting.

22. PREVENTION OF BRIBERY AND CORRUPTION

- 22.1 The Contractor:
- (a) shall not, and shall procure that any member of its staff or sub-contractor shall not, in connection with this Contract commit a Prohibited Act;
 - (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority,

or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of this Contract.

- 22.2 The Contractor shall have an anti-bribery policy (which shall be disclosed to the Authority) to prevent any member of its staff or sub-contractor from committing a Prohibited Act and shall enforce it where appropriate.
- 22.3 If any breach of Condition 22.1 is suspected or known, the Contractor must notify the Authority immediately.
- 22.4 The Authority may terminate this Contract by written notice with immediate effect and recover from the Contractor the amount of any loss resulting from such termination, if the Contractor or any of its employees or sub-contractors (in all cases whether or not acting with the Contractor's knowledge) breaches Condition 22.1.

23. EQUALITY

- 23.1 The Contractor shall not unlawfully discriminate either directly or indirectly or by way of victimisation or harassment against any person on grounds of age, disability, gender reassignment, marriage or civil partnership, race, religion or belief, sex and sexual orientation.
- 23.2 The Contractor shall take all reasonable steps to secure the observance of clause 23.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the provision of the Services.
- 23.3 Where any employee or sub-contractor employed by the Contractor is required to carry out any activity on or alongside the Authority's employees on any other premises the Contractor shall ensure that each such employee and sub-contractor complies with the Authority's employment policies and codes of practice relating to equal opportunities or any other policies that the Authority may notify to the Contractor from time to time.
- 23.4 The Contractor shall indemnify and keep indemnified the Authority against all claims, costs awards and fees arising from or relating to any claims brought under the Equality

Act 2010 or any other equality legislation or regulations by any employee of the Contractor against the Authority.

24. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

24.1 The Authority reserves the general right to disclose information about this Contract, unless otherwise agreed in writing.

24.2 The Contractor shall not disclose the Contract or any provision thereof or any information resulting from, in connection with, or during the course of the Contract, to any person unless it is strictly necessary for the performance of the Contract and authorised in writing by the Authority. The Contractor shall comply with any instructions regarding changes to authorisations and other instructions regarding disclosure or non-disclosure. This clause does not apply in relation to information:

- (a) which is in or enters the public domain otherwise than by a breach of an obligation of confidentiality;
- (b) which is or becomes known from other sources without breach of any restriction on disclosure; or
- (c) which is required to be disclosed by law or any professional or regulatory obligation.

24.3 Subject to Condition 24.2, the Contractor shall ensure that information about the Contract, or arising from or connected with the Contract:

- (a) is divulged only to the minimum number of persons;
- (b) is divulged only to the extent essential to each person's action in carrying out (or in connection with) the Contract and that such persons do not further divulge such information; and
- (c) is properly safeguarded.

24.4 Subject to the retention of proper professional records, the Contractor shall, on written request from the Authority, return all documents containing any part of the

work carried out by the Contractor, including but not limited to, documents stored electronically.

24.5 The Contractor shall ensure that any contract with:

(a) any employee; and

(b) any sub-contractor engaged in any way in connection with the Contract

contains a condition requiring that person to keep all information in relation to the Contract and its performance confidential.

24.6 No information regarding the Services being provided under the Contract or facilities to photograph or film shall be given or permitted by the Contractor except with prior written permission of the Authority, to whom any press or other enquiry or any such matter should be referred. This clause does not apply in relation to information:

(a) which is in or enters the public domain otherwise than by a breach of an obligation of confidentiality;

(b) which is or becomes known from other sources without breach of any restriction on disclosure; or

(c) which is required to be disclosed by law or any professional or regulatory obligation.

24.7 The Contractor shall not, in connection with the Contract, communicate with representatives of the general or technical press, radio, television or other communications media unless specifically granted permission to do so in writing by the Authority.

24.8 Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any information issued or furnished by or on behalf of the Authority otherwise than for the purpose of the Contract.

25. RETENTION OF DOCUMENTATION

25.1 The Contractor shall retain, produce when required (and explain as necessary) such

accounts, documents (including working documents) and records as the Authority, or the Authorised Officer, may request, in connection with the Contract, at any time during the Contract and for a period of six (6) years from the date of expiry or termination or such longer period as may be agreed between the Authority and the Contractor in writing at or before the commencement of the Contract and afford such facilities as the Authority may reasonably require for its representatives to visit the Contractor's premises and examine the records under this clause.

26. DATA PROTECTION AND FREEDOM OF INFORMATION

- 26.1 The Consultant shall comply with the Data Protection Appendix attached to these Conditions, and indemnify the Authority against any claims for loss or damage or otherwise brought against the Authority and any cost and expenses in relation to a breach of the Data Protection Legislation (including but not limited to the Data Protection Act 2018 and the UK General Data Protection Regulations) caused as a result of the misuse by the Contractor, whether negligently or otherwise, of personal information obtained under this Contract.
- 26.2 The Contractor acknowledges that the Authority is subject to the provisions of the Freedom of Information Act 2000 and that any information obtained by the Authority in respect of this Contract may need to be disclosed to third parties under the provisions of such legislation.
- 26.3 The Contractor shall assist the Authority in meeting any reasonable requests for information which are made to it in connection with the Freedom of Information Act 2000 or any other similar guidelines, codes of practice, or legislation which arise in connection with this Contract.

27. WARRANTIES AND REPRESENTATIONS

- 27.1 The Contractor warrants and represents that:
- (a) it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract;

- (b) the Contract is executed by a duly authorised representative of the Contractor;
- (c) in entering the Contract it has not committed any Fraud;
- (d) as at the Contract Commencement Date, all information, statements and representations contained in the tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;
- (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;
- (f) it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Contract;
- (g) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- (h) it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (i) in the three (3) years prior to the date of the Contract:
 - (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

- (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- (iii) (it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

28. ROYALTIES, LICENCE FEES AND TRANSFER OF INTELLECTUAL PROPERTY RIGHTS

- 28.1 The Contractor shall ensure that all royalties, licence fees or similar expenses in respect of all intellectual property used in connection with the Contract have been paid and are included within the Fee.
- 28.2 On receipt of full payment for the Services, the Contractor shall transfer to the Authority the Intellectual Property Rights in all drawings, specifications, briefs, reports, designs or other documents (the "Transferred Material") created, written or completed by the Contractor in connection with the Contract.
- 28.3 Upon acquiring Intellectual Property Rights under Condition 28.2 the Authority shall then be free to licence the Transferred Material to a third party for any purpose whatsoever.
- 28.4 The Contractor shall procure that the Transferred Material shall not infringe the Intellectual Property Rights of any third party.
- 28.5 The Contractor shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements), losses and damages arising from or incurred by reason of the Contractor's actual infringement or alleged infringement (including the defence of such alleged infringement) of any third party's Intellectual Property Rights in the provision of the Services or the production of the Transferred Material.

29. CONFLICT OF INTEREST

29.1 The Contractor shall subject to the confidentiality obligations of its other clients, notify the Authority immediately upon becoming aware of any possible conflict of interest which may arise between the interests of the Authority and any other client of the Contractor and the Contractor shall take all reasonable steps to remove or avoid the cause of any such conflict of interest to the satisfaction of the Authority.

30. WAIVER

30.1 The failure by the Authority to enforce at any time or for any period any one or more clauses of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all clauses of the Contract.

31. SEVERANCE

31.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Contractor shall immediately commence negotiations in good faith to remedy the invalidity.

32. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

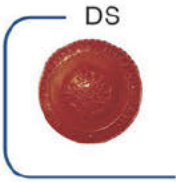
32.1 A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999

33. LAW AND JURISDICTION

33.1 The Contract shall be governed by and construed in accordance with English Law.

IN WITNESS of which this Agreement has been executed by the parties as a Deed and is intended to be and is delivered on the date first above written.

The Common Seal of **WEST YORKSHIRE**)
COMBINED AUTHORITY affixed to this Deed)
was authenticated by:)



Authorised Signatory **S40(2) Personal data**
Name **S40(2) Personal data**
Position Principal Lawyer (P&C)
No In Seal Register 2025/160

EXECUTED (but not delivered until the date)
hereof) as a DEED by **HUNTERS COACHES**)
LIMITED acting by a registered director or)
company secretary in the presence of:)

S40(2) Personal data
Asha Rani
Name
director
Position

Signature of Witness:
Witness Name:
Witness Address
.....

S40(2) Personal data

SCHEDULE 1 –STATEMENT OF REQUIREMENTS

1. Introduction

West Yorkshire Combined Authority (the CA) is the driving force behind local partners' collective efforts to make West Yorkshire known globally as a place where everyone can combine economic success with an outstanding quality of life.

Working with local and national partners the CA are responsible for collective action to achieve our vision, focusing on those issues that it makes most sense to address at a region level.

Made up of Bradford, Calderdale, Kirklees, Leeds, Wakefield and a non-voting member representing the City of York council, the Combined Authority is having a significant impact.

The CA's main goal is 'inclusive growth'. This means ensuring the widest range of people and places can benefit from economic prosperity as well as contributing to it. By doing this we can make West Yorkshire an even better place to live, work and do business.

2. Requirement overview/Summary

This Statement of Requirement concerns the procurement of the CA's within-school-hours transport services (the "Services").

The current Services are provided across the West Yorkshire region by circa 25 operators. They provide transport for a total of:

- 16,000 fare paying students each day to 96 places of education (Home-to-School Services).
- 360 schools each week to 30 swimming pools or sports centres (Leisure/Swimming Services)

A number of the current Services are expiring in 2025. This Statement of Requirement therefore sets out the CA's requirement for re-tendering these Services for commencement on 1st September 2025.

The CA intends to award contracts for an initial period of two (2) years, with three (3) extension options, each for a maximum of one (1) year. This brings the maximum contract term including optional extensions to a period of five (5) years.

Tenders are invited from both existing and new operators who are able to provide Services that demonstrate efficiency and value for money to the residents of the West Yorkshire region.

3. Timetables and Routes

The full routes/lots available for bidders in this procurement are contained in Appendix 7. Tenderers should ensure that in their selection of routes they consider how to maximise efficiency for the CA.

The Services must be provided by the successful tenderer(s) in accordance with the minimum requirements set out in this Statement of Requirement, and the timetables, route details or any additional requirements set out in the relevant route information document for each route/lot.

Tenderers must have sufficient capacity to deliver all routes/lots they are tendering for.

The CA reserves the right to request variations of the route to accommodate changes in the geographic dispersion of students during the term of the Contract. Any increase or decrease in price arising from such variation would be subject to agreement between both parties and in line with the 'Change Control Notice' process.

It should be assumed that the Service will observe all normal bus stops unless otherwise specified. Where there are known highway considerations, these are noted in the relevant appendices for each route/lot. Tenderers should however satisfy themselves that the vehicles they are proposing to operate are suitable for the roads on which they will be operating. Similarly, tenderers should satisfy themselves that the timetables

are realistic taking account of road conditions. If operators do not consider that timetables are realistic, they should provide an alternative timetable as part of the tender submission.

4. Vehicle and Other Specifications/Minimum Requirements

The Service must be provided using licenced single or double deck passenger carrying vehicles with accommodation for seated passengers. The vehicle must have a certificate of initial fitness (COIF), or a certificate of conformity to show it was built or adapted to PSV standards and a certificate of conformity with the PSV Accessibility Regulations 2000.

A daily visual inspection shall be carried out before the vehicle enters service. Full records of all such inspections shall be kept and be available for inspection by the CA.

The successful tenderer(s) must observe all stated inspection, testing and maintenance requirements of the Driver and Vehicle Standards Agency (DVSA), together with the vehicle manufacturer's recommendations. The successful tenderer(s) must observe all formal instructions issued by DVSA representatives.

The Authorised Officer may request copies of all legal documentation relating to the vehicles in operation on the Services together with maintenance and inspection records.

a. Mybus Primary School Requirements

Where a service/route is indicated as a "Mybus Primary School" service in the service information and/or Appendix 3B (Pricing document), the following minimum requirements apply:

- Vehicles must be single deck and equipped with lap or lap and diagonal seatbelts with all age adjusters.
- Except for periods of absence, or in the case of emergencies, the same Driver and Passenger Assistant will be allocated to the service.
- Drivers and Passenger Assistants will receive training on Mybus procedures prior to the commencement of services. This can be delivered directly to employees by the Combined Authority, or the training can be provided to the bus operators training staff.
- Drivers and Passenger Assistants will follow the procedures set out in the training, which are designed to ensure the safety and security of children registered to use the service.
- Drivers and Passenger Assistants will follow the instructions of the Combined Authority's Education team in relation to the said procedures.
- Drivers and Passenger Assistants will be issued with a mobile phone by the successful operator. This will need an answerphone facility enabled and the driver and passenger assistants will be contactable during the operation of the service.
- **European Emissions Standard** – vehicles must be a minimum of Euro VI. Note that the CA will allow a grace period for the use of Euro VI vehicles in delivering the services. This means that vehicles below this standard may be used for services initially and up to 12 months from the date of contract award. Euro VI vehicles must be used for all services after this point, and the successful bidders should ensure Euro VI vehicles are used on services as soon as possible. In the interim period, the minimum standard is Euro IV. Bidders should clearly explain in their written proposal the Euro IV standard of their vehicles, and how they will meet these requirements

b. Pool / Leisure / Sports Centre Services in this procurement

Where a service/route is indicated as a "Pool", "Leisure" or "Sports" centre service in the service information and/or Appendix 3B (Pricing document), the following minimum requirements apply:

- **Ability to Operate on Site** - The successful tenderer(s) will be required to enter vehicles into the premises of some schools. The successful tenderer will require permission from the school to do this – this will be facilitated by the CA at contract award.
- **Minimum Vehicle Requirements** - All vehicles deployed on the Services must meet the following requirements:

- **Communication System** – vehicles must have a two-way communication system installed and/or available. A hands-free kit shall be available for use with mobile phones.
- **European Emissions Standard** – vehicles must be a minimum of Euro VI. Note that the CA will allow a grace period for the use of Euro VI vehicles in delivering the services. This means that vehicles below this standard may be used for services initially and up to 12 months from the date of contract award. Euro VI vehicles must be used for all services after this point, and the successful bidders should ensure Euro VI vehicles are used on services as soon as possible. In the interim period, the minimum standard is Euro IV. Bidders should clearly explain in their written proposal the Euro IV standard of their vehicles, and how they will meet these requirements
- **Heating** – vehicles must contain appropriate heating which must be used when necessary to maintain passenger comfort. Vehicles should be able to achieve and maintain a temperature of 60F (16C) on all decks.
- **Inspections** - Before accepting a tender, the CA may wish to inspect the tenderer's vehicles and premises. This will be done by a qualified independent body. Your attention is drawn to the Contract Terms which allows the CA to make checks during the duration of the contract.
- **Seatbelts** - vehicles must be equipped with seatbelts.
- **Capacity Requirement** – vehicles should be able to accommodate the required capacity stated for each Service.

c. All other services (standard home-to-school services)

For all other services/routes in this procurement, including standard home-to-school services, the following minimum requirements apply:

- **Ability to Operate on Site** - The successful tenderer(s) will be required to enter vehicles into the premises of some schools. The successful tenderer will require permission from the school to do this – this will be facilitated by the CA at contract award.
- **Minimum Vehicle Requirements** - All vehicles deployed on the Services must meet the following requirements:
 - **CCTV** - A CCTV system with digital recording facility shall be installed and the data secured and shared in line with the UK GDPR.
 - **Communication System** – vehicles must have a two-way communication system installed and/or available. A hands free kit shall be available for use with mobile phones.
 - **European Emissions Standard** – vehicles must be a minimum of Euro VI. Note that the CA will allow a grace period for the use of Euro VI vehicles in delivering the services. This means that vehicles below this standard may be used for services initially and up to 12 months from the date of contract award. Euro VI vehicles must be used for all services after this point, and the successful bidders should ensure Euro VI vehicles are used on services as soon as possible. In the interim period, the minimum standard is Euro IV. Bidders should clearly explain in their written proposal the Euro IV standard of their vehicles, and how they will meet these requirements
 - **Heating** – vehicles must contain appropriate heating which must be used when necessary to maintain passenger comfort. Vehicles should be able to achieve and maintain a temperature of 60F (16C) on all decks.
 - **Inspections** - Before accepting a tender, the CA may wish to inspect the tenderer's vehicles and premises. This will be done by a qualified independent body. Your attention is drawn to the Contract Terms which allows the CA to make checks during the duration of the contract.
 - **Ticketing Equipment** – vehicles must be fitted with electronic ticketing equipment which meets the following minimum requirements: -
 - ITSO compliant smartcard reader/writer capable of reading, verifying and recording transactions for a range of ITSO registered products during the contract term. This range will include (but not be limited to) ENCTS and other entitlement products, and period products

- All smart transactions are to be visible in the Yorcard Host Operator Processing System (HOPs) within 24 hours of the transaction. Further information is available from Yorcard www.yorcard.co.uk
 - Data on all cash sales and smart transactions is to be available for the Authorised Officer to view within 5 working days
 - Have the ability to accept contactless payment through the use of debit and credit cards or other contactless payment device (such as phones).
 - The CA's preferred supplier of ticketing equipment for the service is Ticketer (contact details are website - www.ticketer.org.uk; Tel - 020 319 58800; email - info@ticketer.org.uk). However, tenderers may propose an alternative solution which achieves the above requirements from the first day of operation.
- **Peak Capacity Requirement** – vehicles should be able to accommodate the required capacity stated within the Appendices for each applicable Route/Lots.
 - **Route Number/ Destination Displayed On The Vehicle** – the CA shall specify in the appendices a route number which must be displayed in a visible location on the exterior of the vehicle and lit during the hours of darkness.

5. Service Delivery Standards

The Services shall meet the following minimum delivery/performance standards which will be monitored by the CA in accordance with the Contract.

Where the standards are not achieved by the successful tenderer(s), the service credit points set out below and in the Contract may be applied at the CA's discretion.

CATEGORY	SERVICE DELIVERY STANDARD	PERFORMANCE STANDARD	SERVICE CREDIT POINTS
Contract Compliance	Timekeeping	Operates on time	2 points for every 10 minutes late 4 points for minimum of 1 minute early All excess of 20 minutes late recorded as lost mileage
Contract Compliance	Follow specified route	Follow route unless impassable or alternative agreed	4 points
Contract Compliance	Observe advertised bus stop	Bus must stop to pick up or set down at advertised bus stops or in hail and ride areas	4 points failure to stop 2 points incorrect bus stop 2 points boarding & alighting in an inappropriate place 4 points boarding & alighting in an unsafe place
Contract Compliance	Passenger Information	Relevant pass notices displayed	No points. Advisory note to be sent to operator
Contract Compliance	Correct Fares	Passenger must travel at fares agreed or present valid pass	4 points (failure to issue ticket charge or record/scanned passenger)
Contract Compliance	Operator must observe the requirements of the contract	Operator must supply documents and returns within the contract (lost mileage, gross cost farebox, passenger figures)	1 point failure by 21st of the month 4 points failure by the end of the month
Contract Compliance	Contract Manager or representative must be available during the time the service is in operation	Be able to contact the operator by telephone	2 points

Contract Compliance	Provide prompt, informative and courteous replies to customer enquiries/complaints	Investigate and respond to all written or email correspondence within 5 working days	2 points failure to reply within timescales 2 points inappropriate reply
Contract Compliance	Reporting accidents/incidents	Operator must report any accidents/incidents involving passengers immediately. All other accidents/incidents must be reported within 48 hours.	3 points not reporting immediately for incidents involving passengers 2 points not reporting within specified timescales if not involving passengers
Contract Compliance	Request for information	To supply requested info/statements within 3 working days of request	2 points
Contract Compliance	Compliance with schedule	Passengers in the vehicle are as specified in the contract	3 points
Contract Compliance	Approved List	Operator supplies driver details, copies of licenses, insurance documents, CPC card, DBS details, prior to driver being assigned to a contract	2 points
Contract Compliance	Driver Training	Drivers must receive training specified by WYCA	4 points
Contract Compliance	Cleanliness of vehicle	Exterior must be clean. Interior clean and free from unpleasant smells	No points advisory note to be sent to operator
Contract Compliance	Sub-contracting without prior consent	Must not sub-contract without consent . Must not sub-contract to an operator who is NOT on the approved list . Sub-contracting to approved operator but NOT notified within 1 hour	3 points

Legal	Driver correctly licensed	Driver wearing/carrying correct badge/license/CPC card. Clear current Disclosure and Barring Certificate	4 points Not being recorded with cleared DBS – formal warning investigation
Legal	Observe all road traffic regulations and legal requirements	Drivers conduct to be professional. Operator to ensure vehicle meets road traffic and legal requirements	Up to 8 points to be issued depending on severity of offence (Examples leading to 8 points would include but are not limited to failing to stop at a red light or exceeding speed limit)
Legal	Route number & / or destination	Must be shown	2 points
Safety	Vehicle check	To be completed beginning and end of route using the 'check sign'	4 points
Safety	Registers	Where applicable registers must be used and completed	4 points
Safety	Headcount check	Drivers on primary route to do headcount at the beginning of each PM journey	4 points
Safety	Seatbelts	Seatbelts must be working Drivers request seatbelts to be worn	4 points
Safety	Handover of children	Driver complies with child handover arrangements	4 points
Safety	Vehicle meets requirements with regard to capacity, accessibility & passenger facilities	Total capacity (seating plus standing) equal to or exceed the minimum specified in the contract. Any alternative (spare) vehicle must meet minimum wheelchair and seating capacity	4 points – vehicle with less than minimum specified

Safety	Safety items on board and correct use of	Fire Extinguisher Glass Hammers Emergency Door Reverse alarm if applicable Ramp/tail lift Defect card procedure 2 way radio / hands-free mobile device CCTV	3 points 3 points No points - advisory No points - advisory 3 points 3 points 3 points 3 points
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6. Drivers

The following sets out the CA's minimum standards for drivers/driver training:

- All drivers must hold a PCV Driver Licence, Driver Certificate of Professional Competence (CPC Card) and have been cleared through the DBS (enhanced check) to carry out regulated activity involving children and young people. DBS checks should be carried out at least every three years.
- All drivers should receive Safeguarding training from a recognised training body or from a suitably trained person within their organisation.
- All drivers should also have appropriate training in relation to Health & Safety, and Customer Relations.

7. Liaison Arrangements

The successful tenderer(s) will meet with the CA's Education Transport Manager at least once per term, or more frequently as requested, to discuss performance of Services.

The WYCA Commercial Manager for Transport Services will also attend this meeting at least once every academic year to conduct contract performance reviews with the successful tenderer(s) and Education Transport Manager.

The CA reserve the right to change the frequency of such meetings especially where a successful tenderer is failing to deliver Services in accordance with the Contract.

Agendas for these meetings will be agreed and communicated in advance of the meeting.

8. Payment Schedule

The CA will make payment to the successful tenderer(s) in accordance with Paragraph 13 of the Contract Terms. Indexation will apply to annual prices as described in Paragraph 14 of the Contract Terms..

All fares paid by service users are to be set by the CA. The CA will also determine which tickets are available to be used on services.

These Services are commissioned on a gross cost basis (i.e. the CA retains all revenue).

Departure charges for the use of any bus station owned or operated by the CA will be paid by the successful tenderers. Tenderers should consider whether this cost applies to any lot they are bidding for.

The successful tenderer(s) will at all times participate in the West Yorkshire Concessionary Fares Scheme and schemes administered by other local transport authorities through which the Service operates. Qualifying passengers should be carried at the concessionary fare applicable at the time of travel. No claim for reimbursement under the Concessionary Fares Scheme shall be made for a Contract awarded on a Gross Cost Contract basis.

9. Management Information Requirements

The successful tenderer(s) must provide passenger and revenue information to the Authority in an electronic format capable of being imported into the Authority's electronic data analysis system, or alternatively allow the Authority access to web-based back office data taken directly from Electronic Ticket Machines ("ETM's"). This provision is to apply by the Commencement Date. Data should be derived from the ETM's and show individual passengers' origin, revenue taken and ticket type by journey at fare stage level. Raw module data is acceptable. Data to be

supplied by 21st day of the month following the month to which the data refers, unless otherwise agreed by the Authorised Officer. Data supply to be in accordance with the standard agreement from time to time in use.

10. Legislation

Procurement Legislation - Tenderers should be aware that this tender is procured in accordance with the Public Contracts Regulations 2015 (PCR 2015). Tenderers are advised to review the Contract Terms and the Tender documents and appendices carefully, raising any queries they have as a clarification in accordance with the dates set out in the Invitation to Tender.

Registration - Services should not be registered with the Traffic Commissioner. It is not a legal requirement to do so as Services are closed to the general public, charged a flat fare regardless of distance travelled and transport children to and from a common destination. This also allows for changes to be made to routes and timetables at short notice by agreement with the successful tenderer(s).

11. Data Protection

For the purposes of any Contract entered into with a successful tenderer(s) as a result of this procurement opportunity, West Yorkshire Combined Authority will be the data controller and the successful tenderer(s) will be a data processor.

Data protection terms and conditions will be included in the Contract Terms provided which the successful tenderer(s) must agree to. Where the successful tenderer(s) is processing personal data on behalf of the CA, they will also be required to:

- Follow any instructions supplied by the CA in the Data Protection Appendix of the Contract.
- Assist in the completion of a Data Protection Impact Assessment (DPIA) pre-award, where appropriate.
- If intending to process personal data outside of the UK or a country subject to an adequacy decision, notify the CA and provide information on how the processing will be compliant with the UK GDPR.
- Comply with the CA's data-handling minimum security standards (table below). Tenderers are expected to confirm in their bid that they can comply with these requirements.

Data Handling Instructions	Personal Data	Special Category Personal Data
Internal Mail	Must be in an envelope. Must be clearly addressed to an individual or department.	Must be in a sealed envelope. Must be addressed to a specific individual.
External Mail	Must include return address on the outer envelope, in the centre of the flap at the back. Any passwords required to unlock any encrypted digital media assets must not be sent with the asset. These must be provided in a different format e.g. email to the recipient, text message etc.	Use registered Royal Mail service or reputable commercial courier's 'track and trace' service. Inform the recipient once the item has been sent.
Moving assets by hand	Precautions taken against overlooking when working in transit:	Those stated under Personal Data as well as: Be highly vigilant when transporting the asset.

	Kept with the authorised individual at all times . Signed in/out correctly based on your districts/departments/units' procedure.	Gain authorisation from the originator for significant volume of records/files with special category personal data.
Removal Media e.g. CDs USB etc.	Encrypted either by Winzip or 7zip software (CD/DVD only). Encrypted to a minimum of AES256 - FIPS 140-2 (USB etc. not CD/DVD).	Those stated under Personal Data.
Storage	Storage must be under a barrier and/or lock and key. Digital files should be saved either to a secure cloud service e.g. SharePoint, AWS or have technical security measures in place e.g. network segregation and firewalls. Combined Authority documents must not be saved locally to devices' C:\	Those stated under Personal Data.
Disposal	Dispose of documents containing personal data in a confidential waste bin.	Those stated under Personal Data.
Email	Can be sent to any email internally and externally. Assess the contents of the email chain before forwarding it on – the email may now contain additional personal or special category data.	Can be sent only to secure email addresses. When sending special category data via email, consider protecting the document with encryption or a password. If using a password, send this to the recipient via a different communication method than the document e.g. phone call, text message, an email to a different mailbox. Double-check the email address before sending the document.
Telecoms	Personal data should be transmitted via secure methods e.g. via Microsoft Teams. Mobile devices must use an up-to-date Operating System i.e. the latest version of Android or iOS and anti-virus software installed.	In addition to measures listed under Personal Data, avoid discussing special category personal data on the phone when it is possible to be overheard by others who are not entitled to know the information.
Copy & Scan	Keep copying to a minimum and review spare copies regularly with the aim of destruction. When using photocopiers, the designated operator must ensure all documents are removed from the machine. Users should remain with the scanner throughout the scanning process.	Those stated under Personal Data.

Staff Training	Staff should undertake Data Protection training at least once every two years.	Those stated under Personal Data.
Infosec/Technical/Cloud Security	Devices must run a supported version of Windows 10, Mac or Linux e.g. W10 1909 or later. All laptop devices that handle data must follow minimum password requirements in line with Microsoft best practice and have multifactor authentication enabled and anti-virus software installed. Cloud Services must follow the NCSC 14 Cloud Security Principles before storing any CA data.	Those stated under Personal Data.
Data Protection	A Data Protection policy must be in place to ensure that personal data is processed in compliance with the seven principles of data protection. Procedures should exist for handling data subject rights requests, providing privacy notices when collecting personal data, investigating data security incident etc.	Those stated under Personal Data.

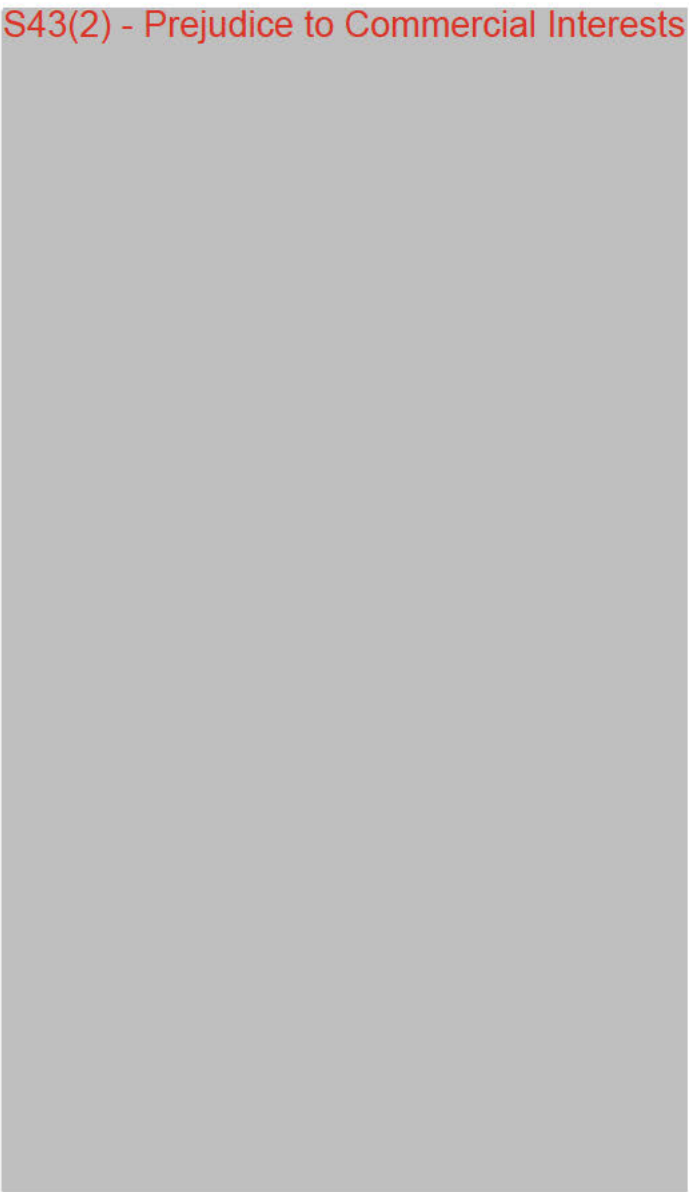
SCHEDULE 2 – ALLOCATED ROUTES

Lot	District	Reference	School 1	School 2	Capacity	Note 1
17	Leeds	I/CC1/am+pm	Corpus Christi		70	
	Leeds	I/CC2/am+pm	Corpus Christi		70	
	Leeds	I/BY25/am+pm	Bishop Young		85	
	Leeds	Fearnville Leisure Centre	Various		34	Seated capacity (Seatbelts not required)
	Leeds	John Smeaton Leisure Centre	Various		30	Seated capacity (Seatbelts not required)
19	Leeds	I/CH21/am+pm	Cardinal Heenan		85	
	Leeds	I/CH22/am+pm	Cardinal Heenan		85	
	Leeds	I/L57/am+pm	Lawnswood	Ralph Thoresby	85	
	Leeds	Holt Park Leisure Centre	Various		43	Seated capacity (Seatbelts not required)
	Leeds	Kirkstall Leisure Centre	Various		39	Seated capacity (Seatbelts not required)
	Leeds	Scott Hall Leisure Centre	Various		60	Seated capacity (Seatbelts not required)
28	Leeds	I/LW1/am+pm	Leeds West		85	
	Leeds	I/LW2/am+pm	Leeds West		85	
30	Leeds	I/S62/am+pm	Cockburn	Laurence Calvert	70	

	Leeds	I/FA1am+pm	Farnley		57	
31	Leeds	I/SM32/am+pm	St Mary's Menston		85	
	Leeds	I/SM34/am+pm	St Mary's Menston		85	
	Leeds	I/SM35/am+pm	St Mary's Menston		85	
32	Leeds	I/SM26/am+pm	St Mary's Menston		57	
	Leeds	I/SM31/am+pm	St Mary's Menston		85	
	Leeds	I/SM33/am+pm	St Mary's Menston		85	
	Leeds	Aireborough Leisure Centre	Various		52	Seated capacity (Seatbelts not required)

SCHEDULE 3 - CONTRACT PRICE

S43(2) - Prejudice to Commercial Interests

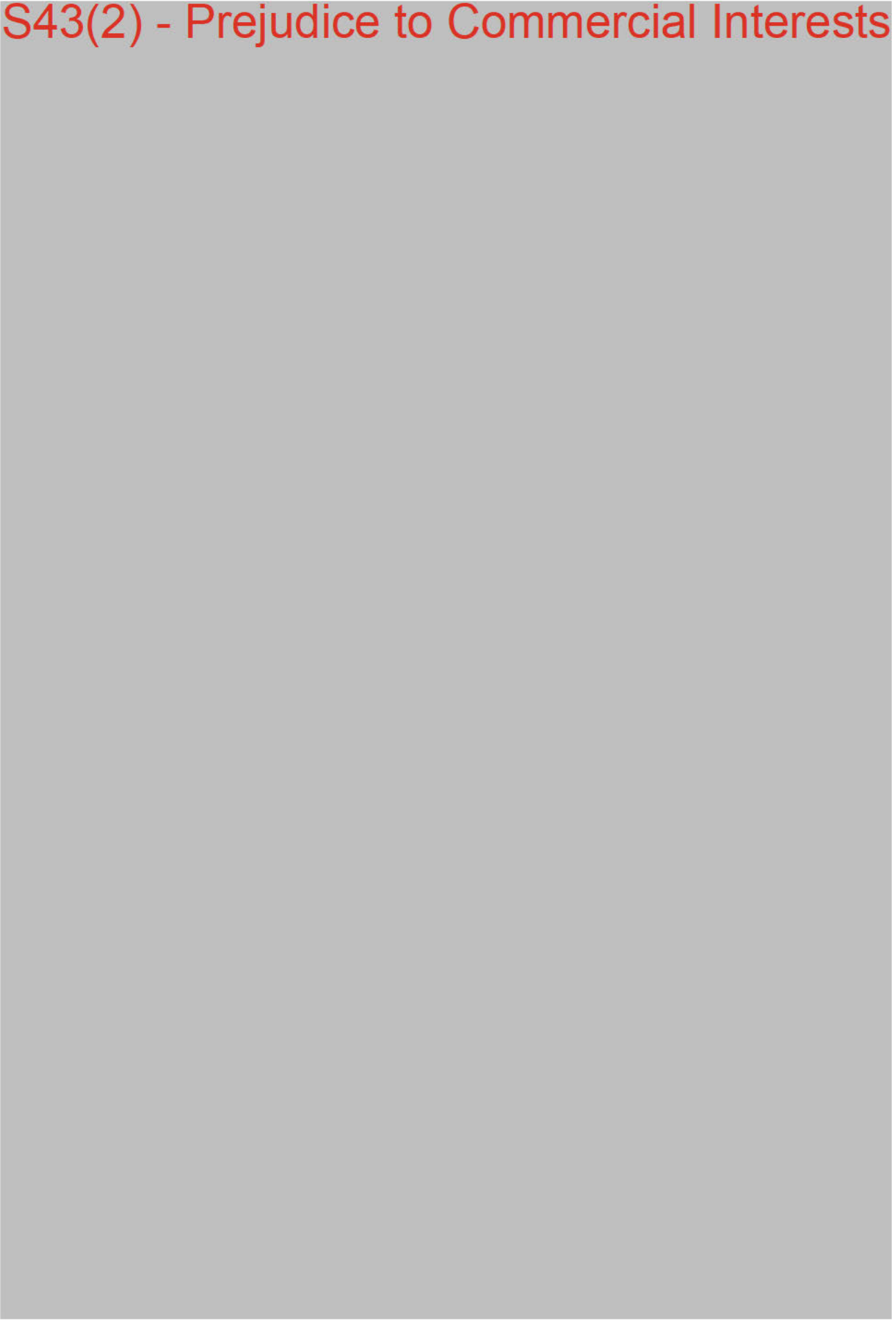


SCHEDULE 4 – CONTRACTORS TENDER SUBMISSION

S43(2) - Prejudice to Commercial Interests



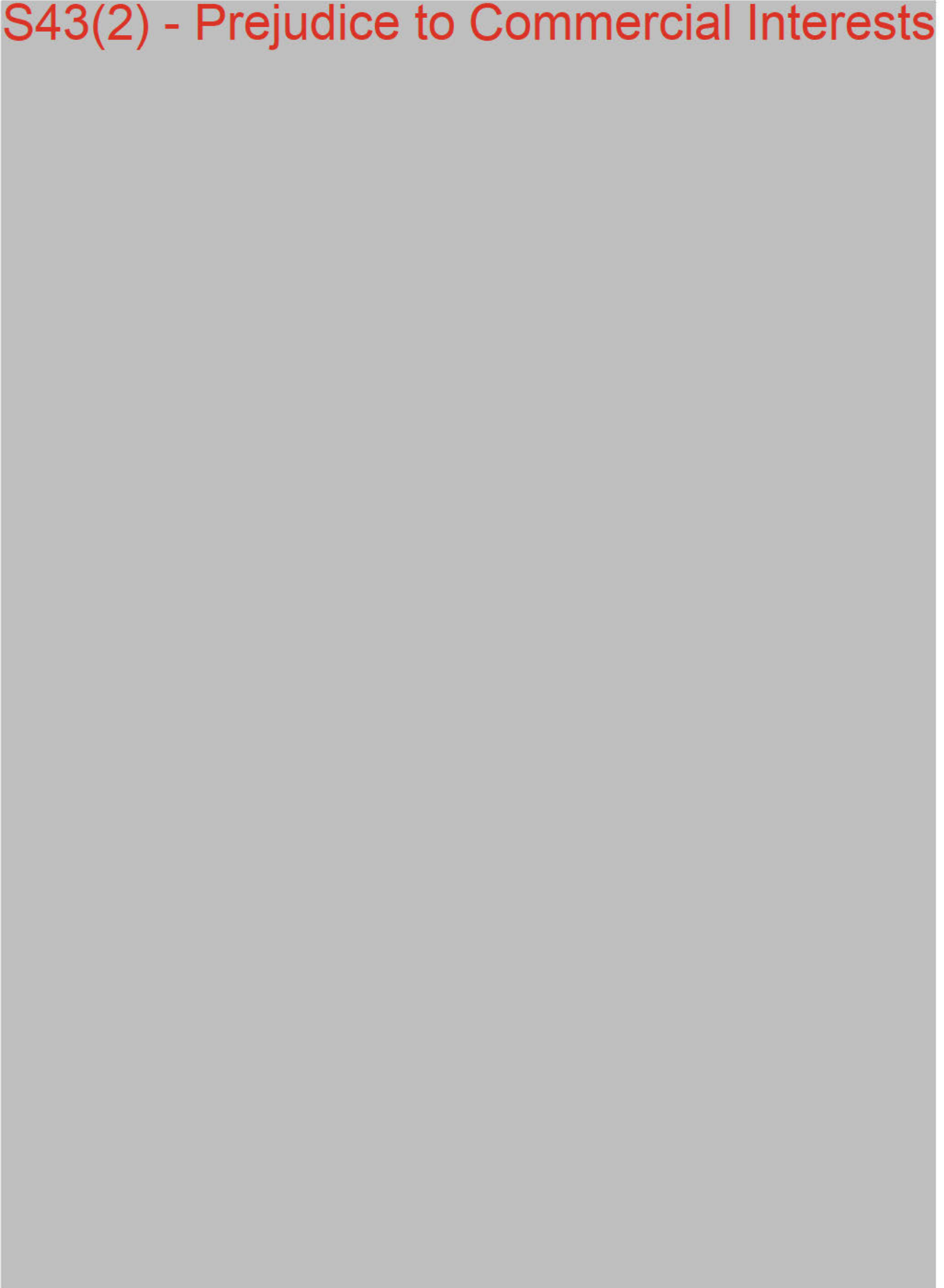
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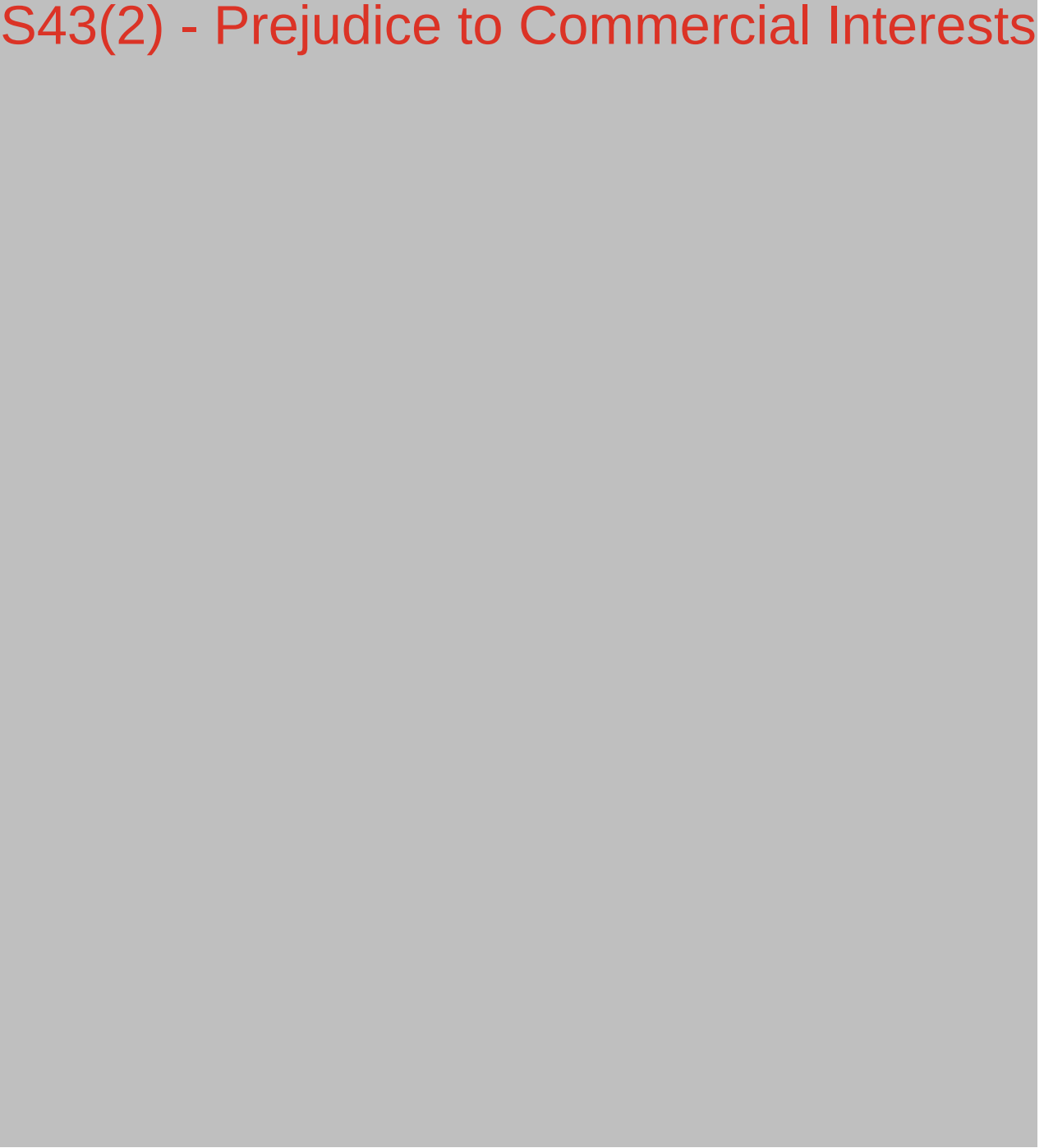
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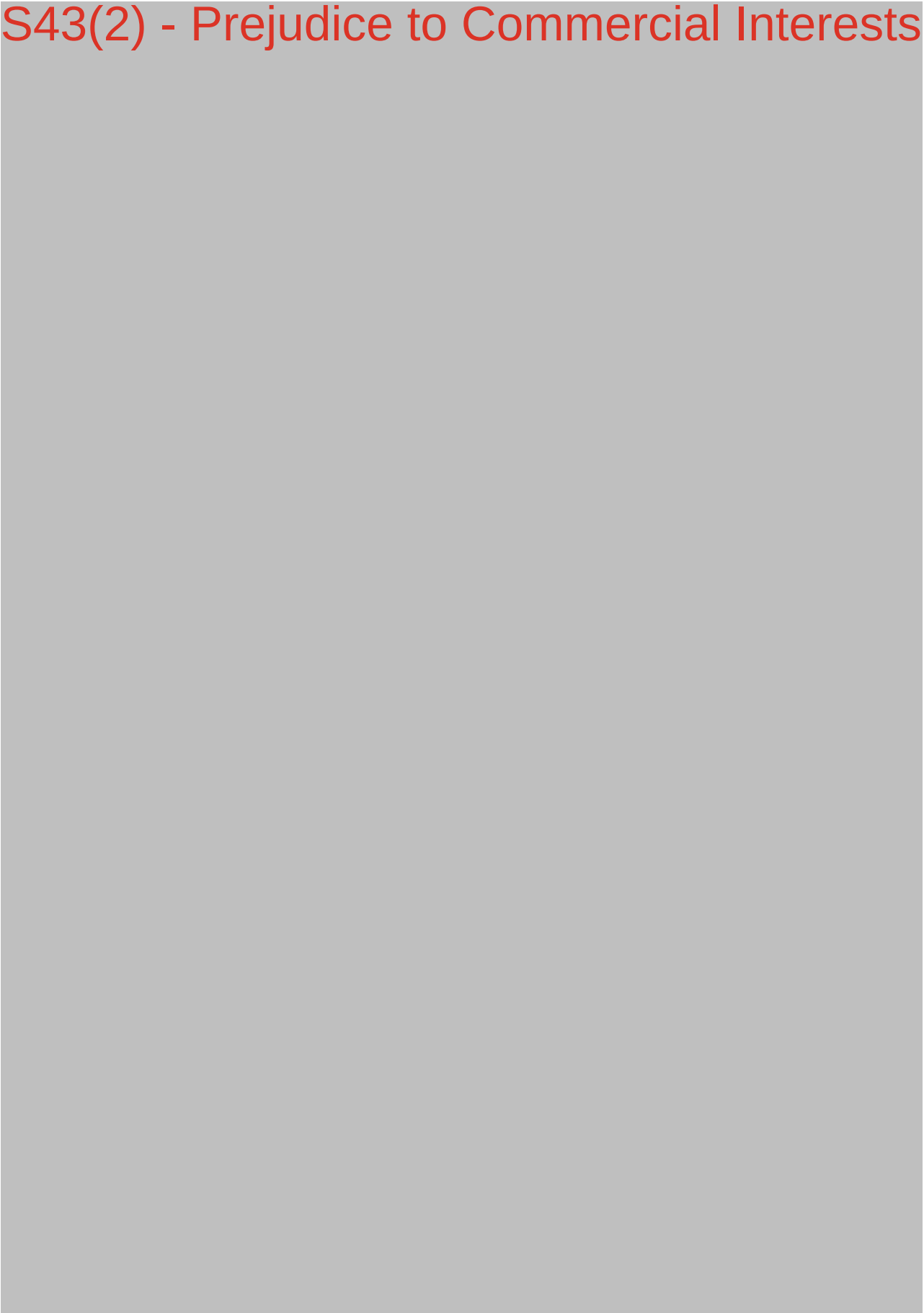
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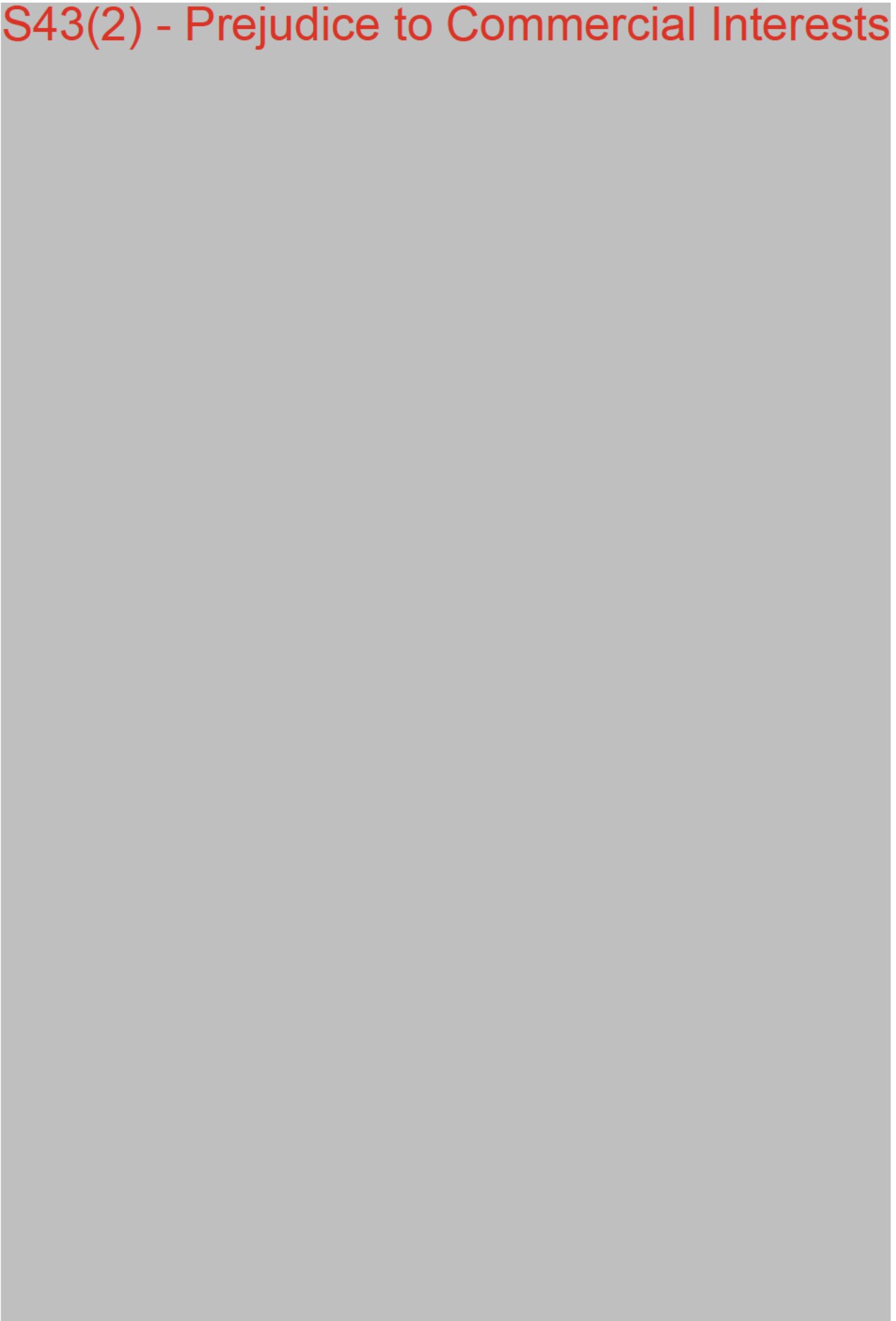
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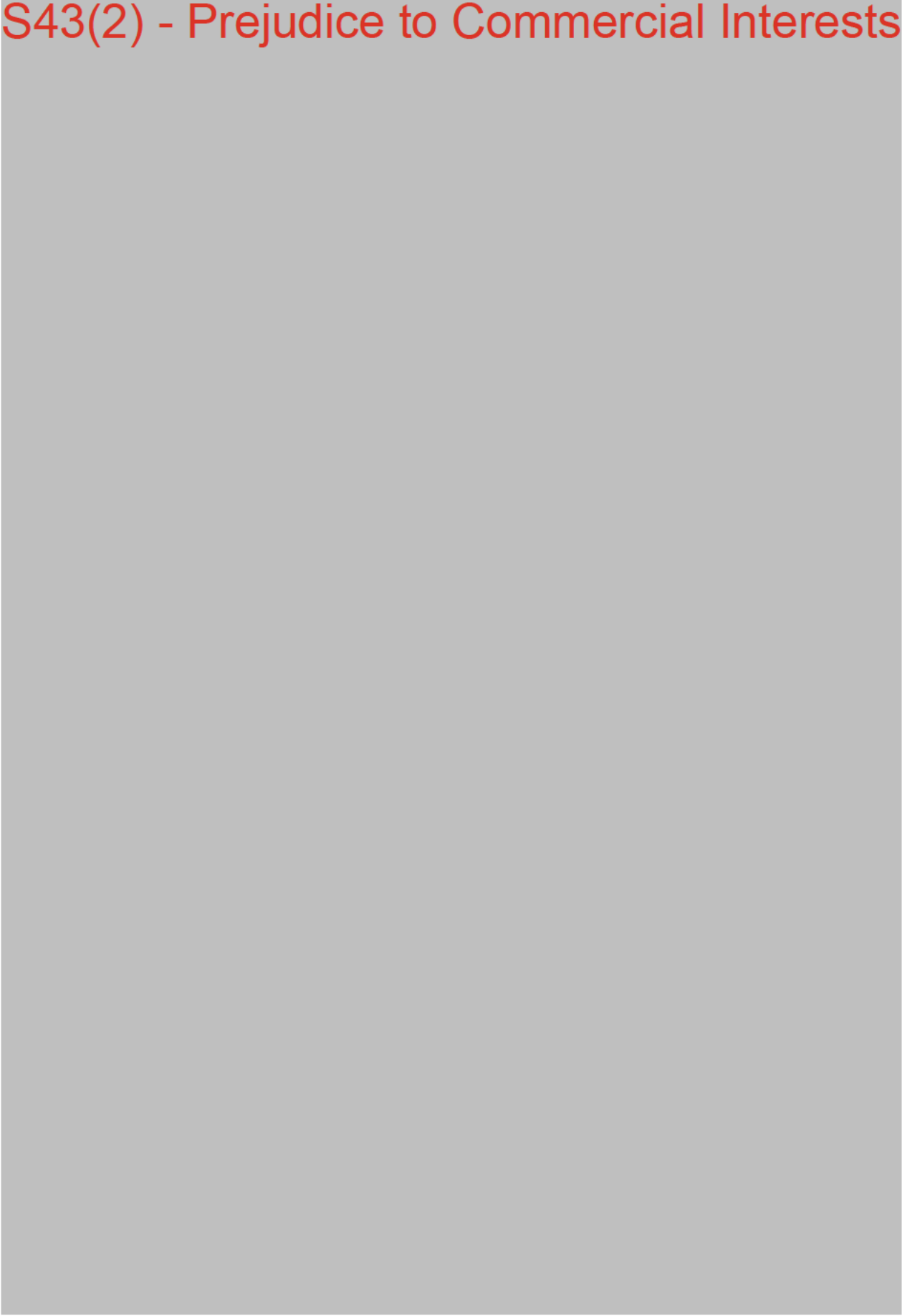
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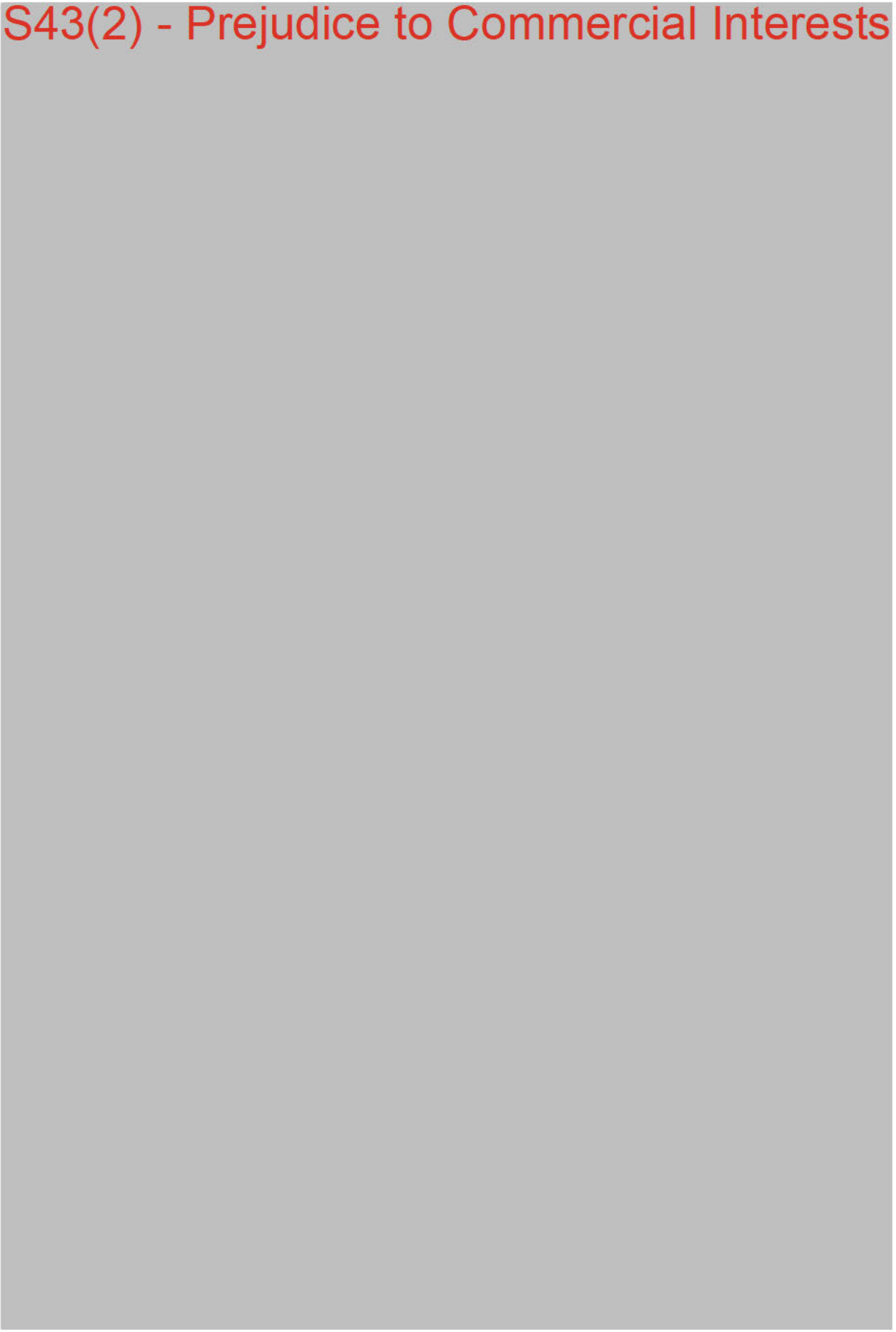
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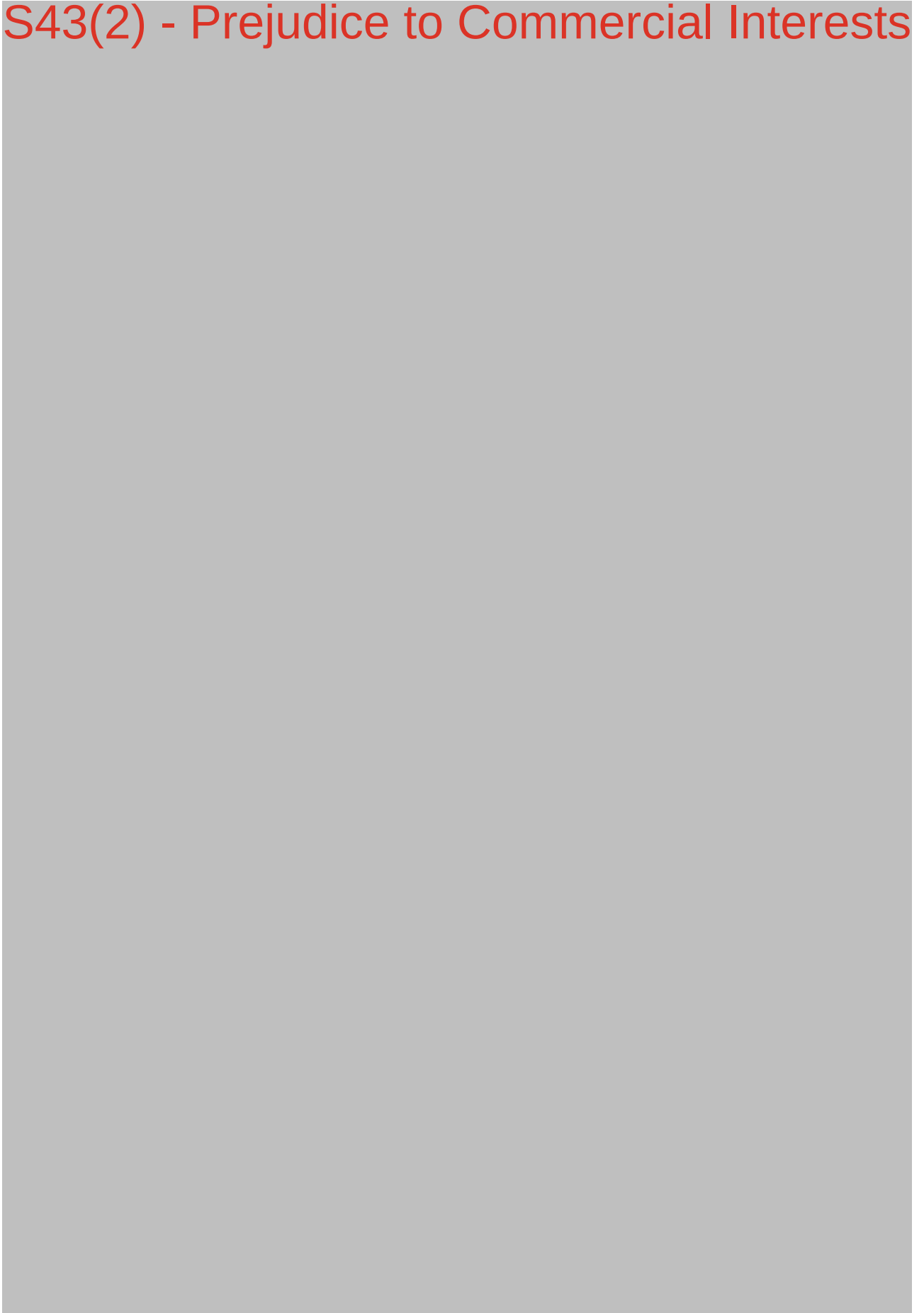
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S43(2) - Prejudice to Commercial Interests



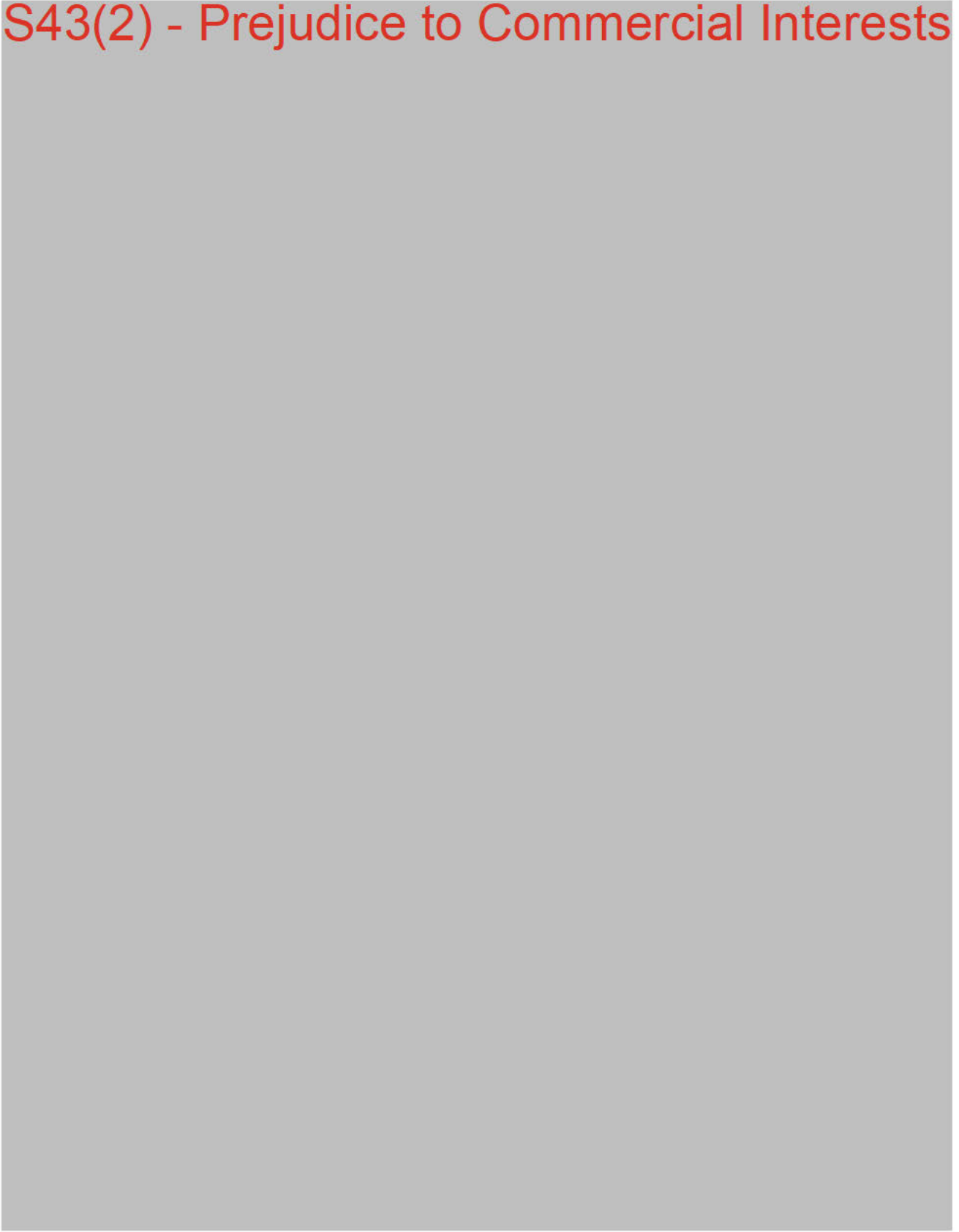
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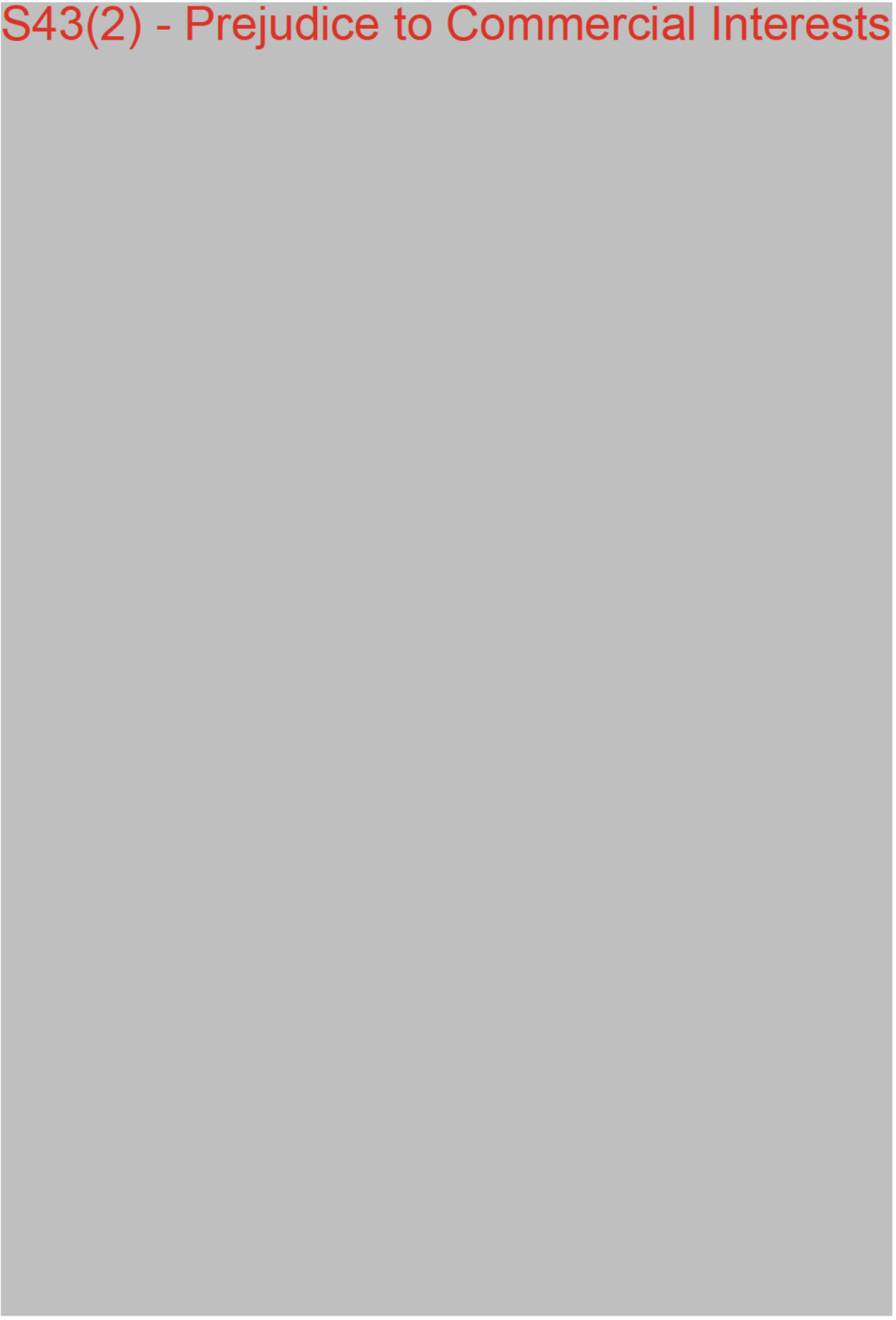


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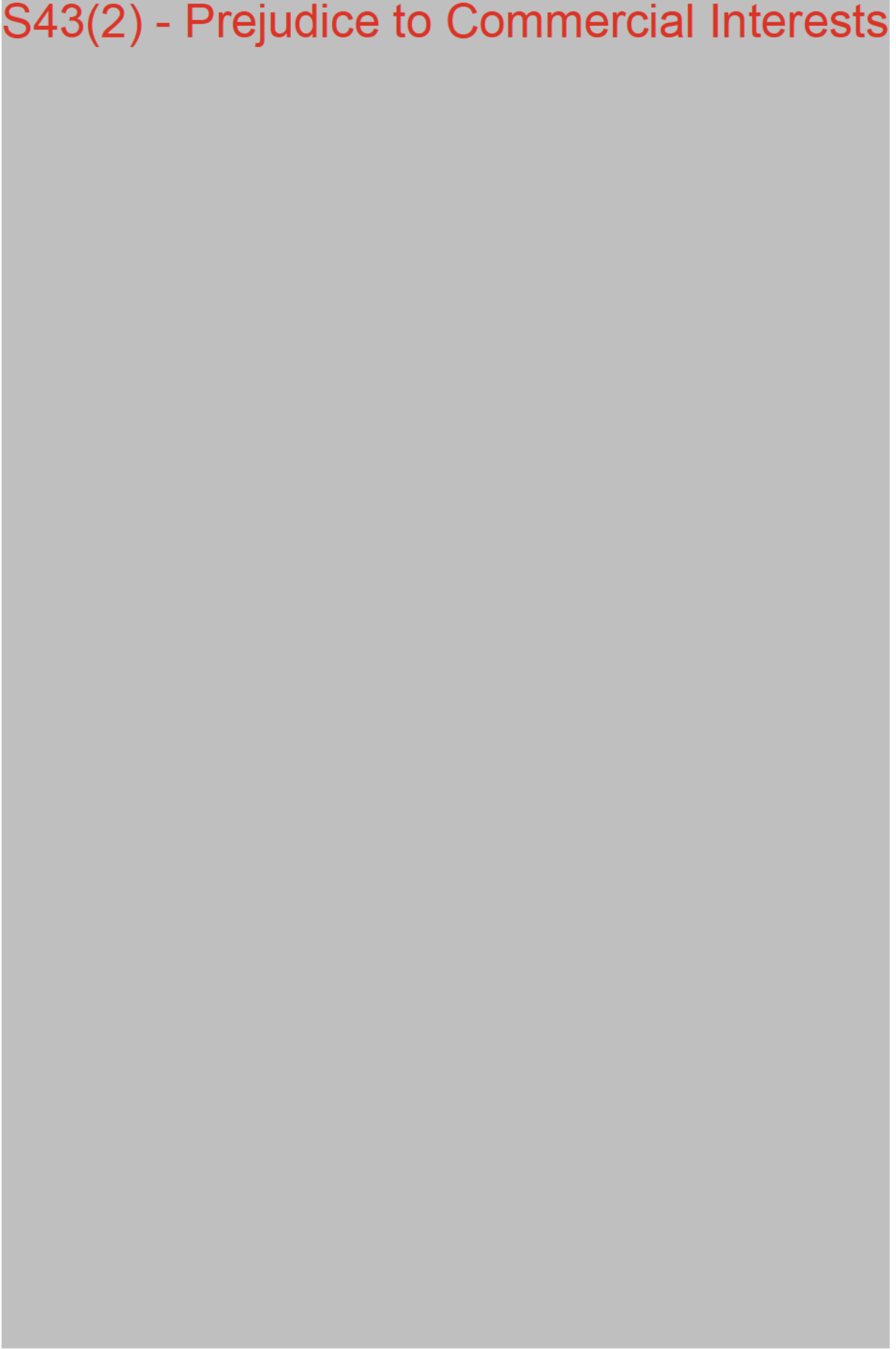


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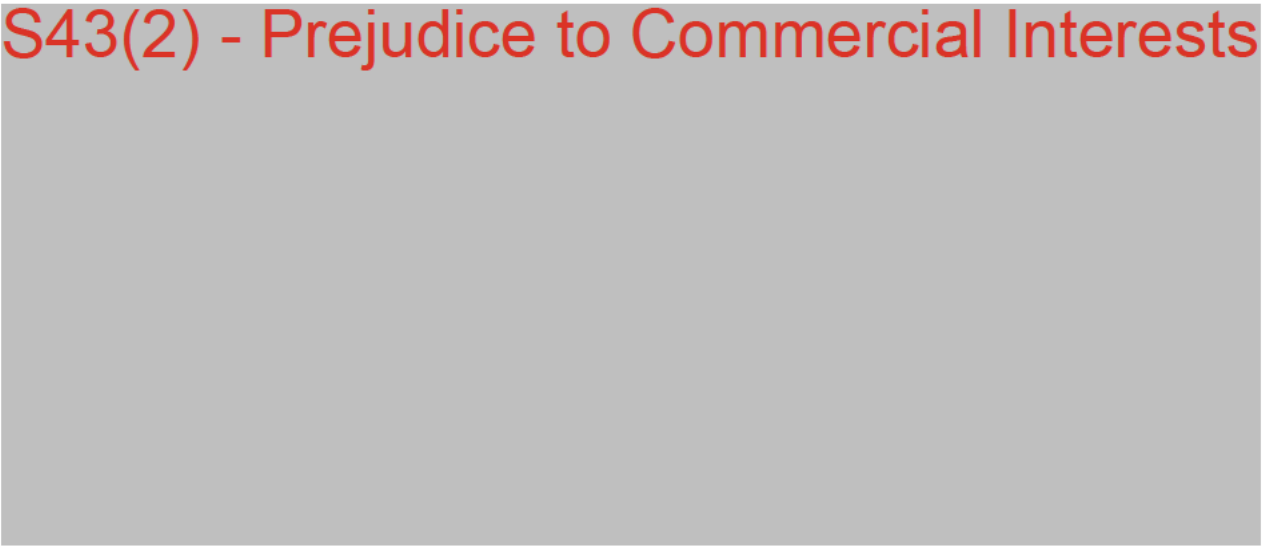
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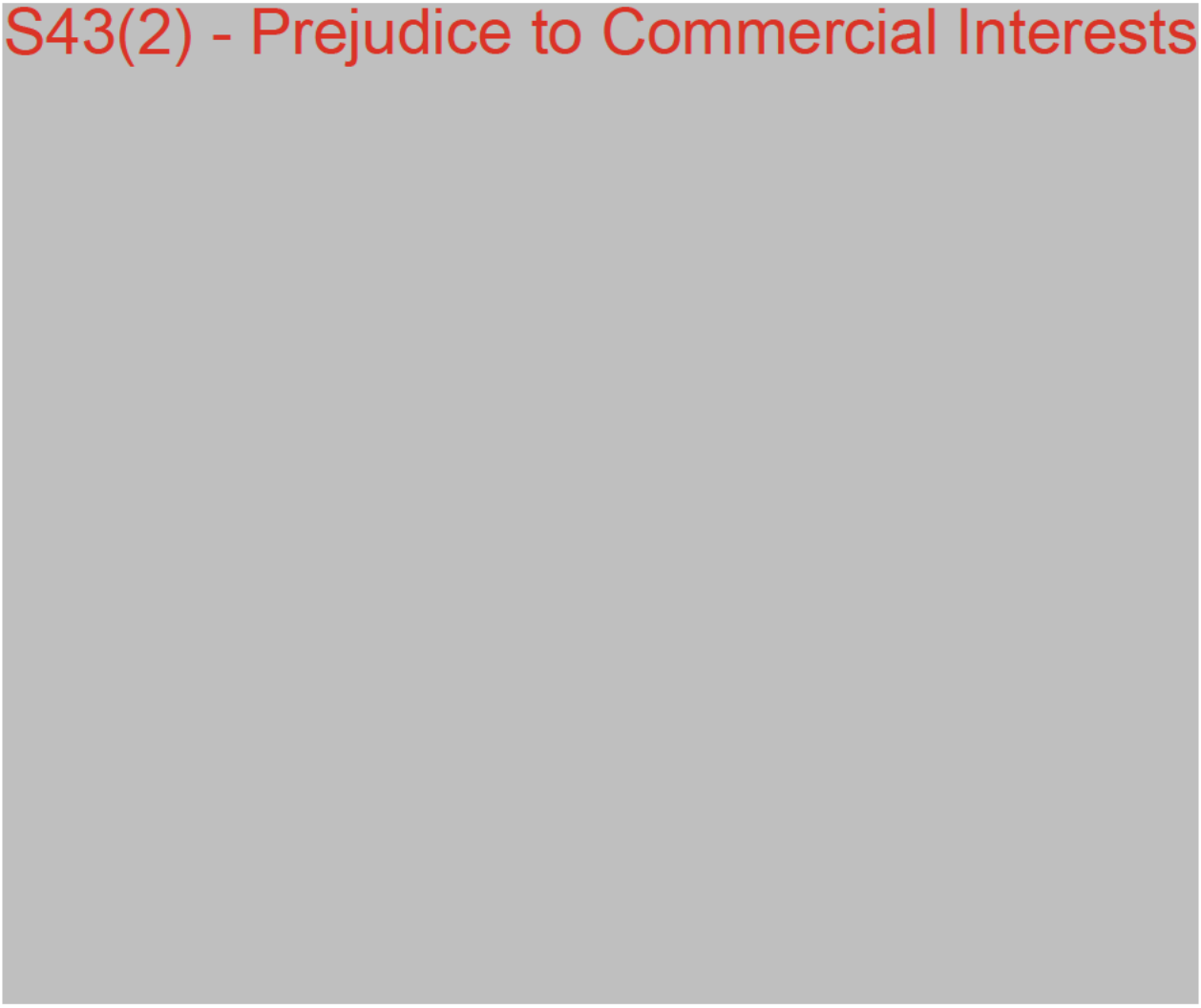
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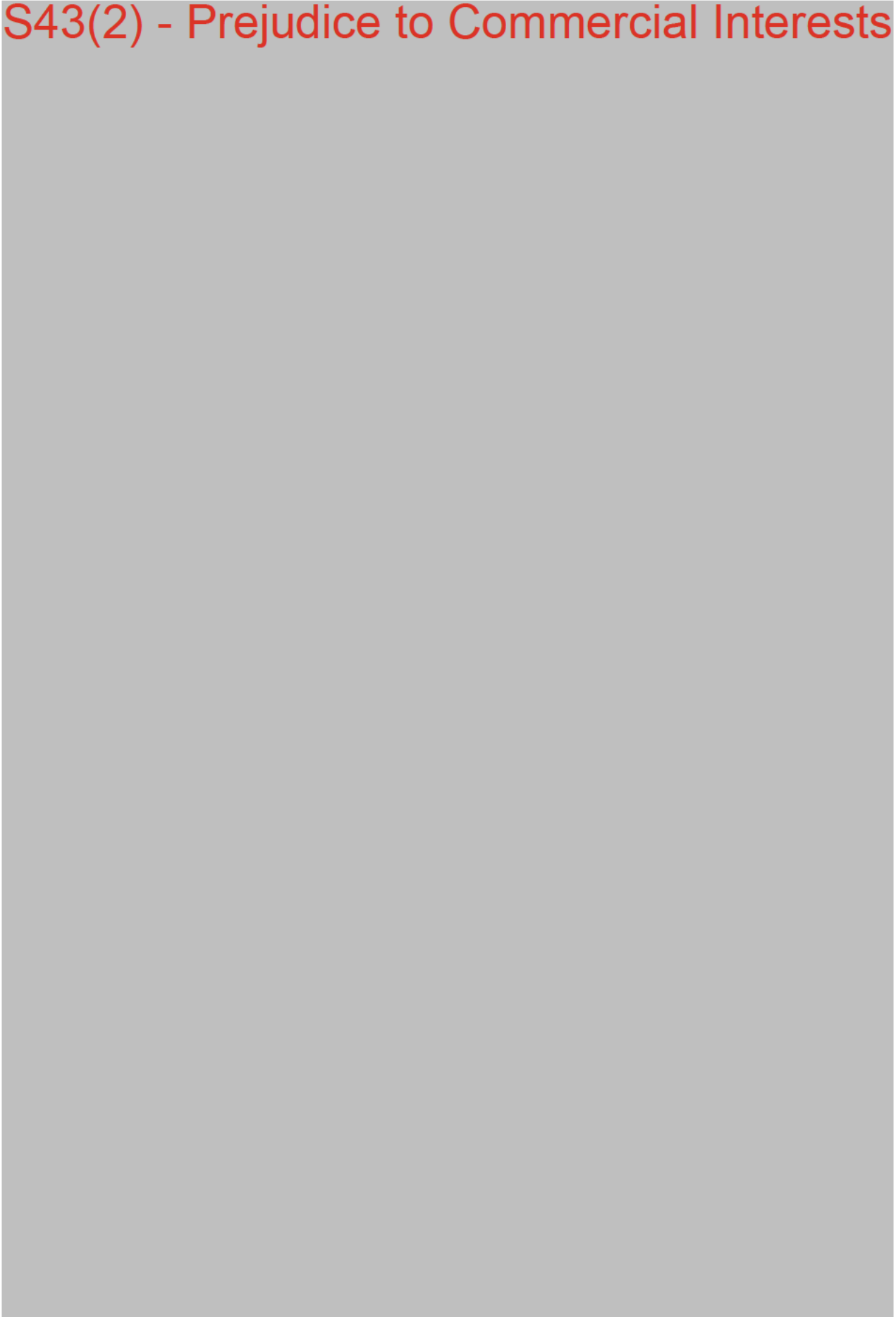
S43(2) - Prejudice to Commercial Interests



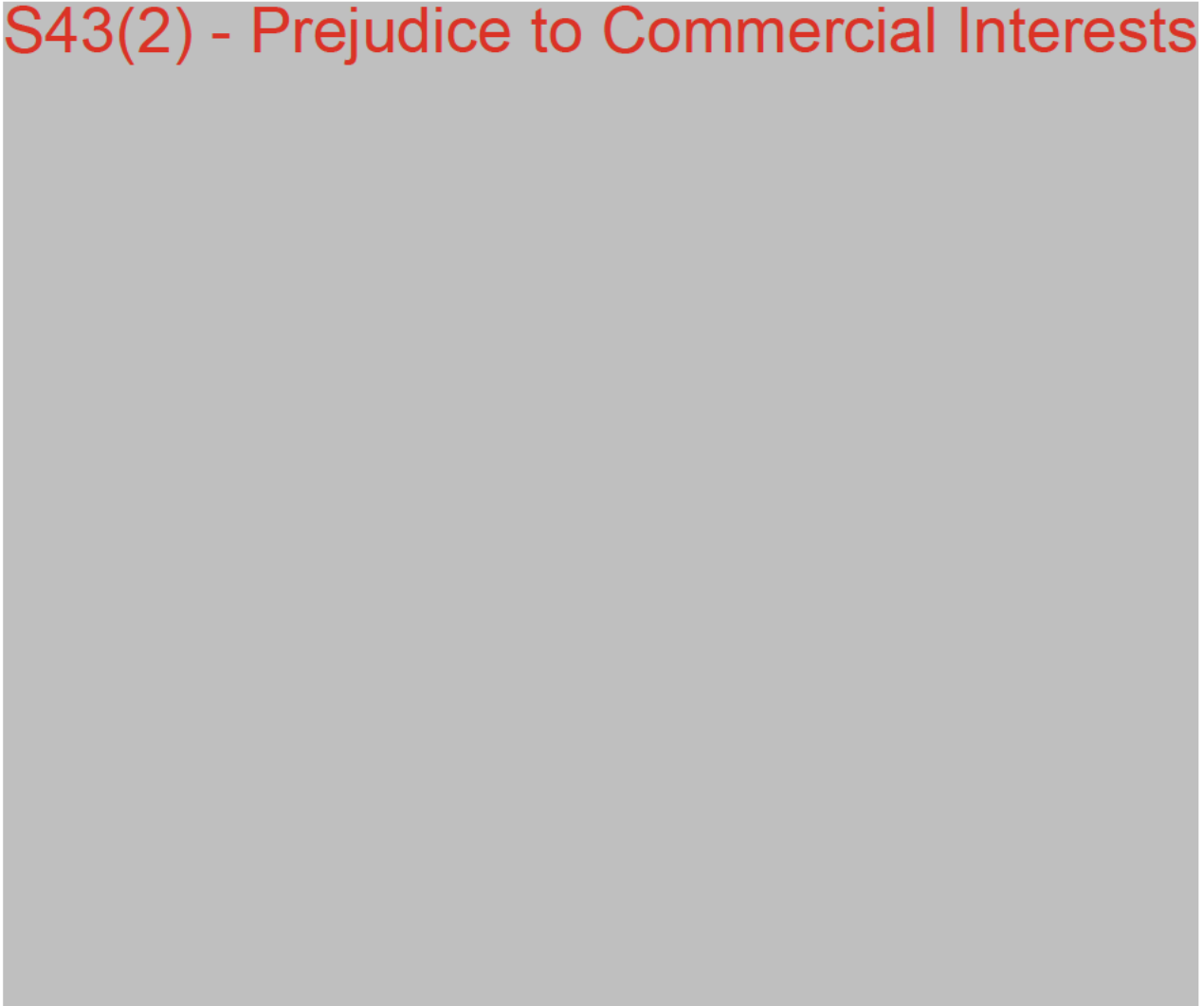
S43(2) - Prejudice to Commercial Interests



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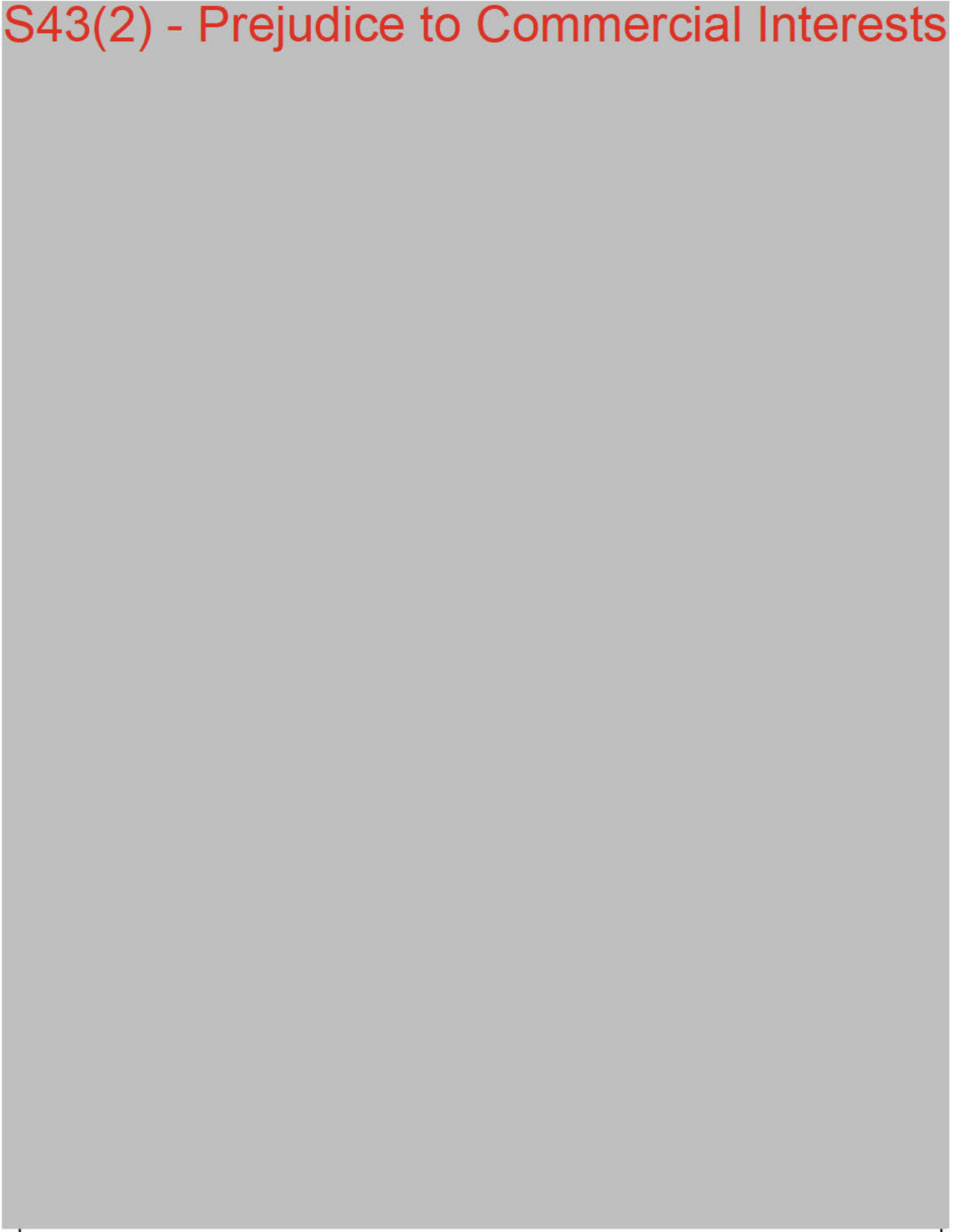


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S43(2) - Prejudice to Commercial Interests



S43(2) - Prejudice to Commercial Interests



S40(2) Personal data



S43(2) - Prejudice to Commercial Interests



S43(2) - Prejudice to Commercial Interests



S43(2) - Prejudice to Commercial Interests



SCHEDULE 5 – CHANGE CONTROL NOTICE

S43(2) - Prejudice to Commercial Interests



S43(2) - Prejudice to Commercial Interests



SCHEDULE 6 – TUPE

TUPE PROVISIONS

1. DEFINITIONS

In this Appendix the following definitions shall apply:

"Data Protection Legislation" means the Data Protection Act 2018, the EU Data Protection Directive 95/46/EC as amended (UK General Data Protection Regulations), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all other applicable law, regulations and codes of conduct in any relevant jurisdiction relating to the processing of personal data and privacy including the guidance and codes of practice issued by the UK Information Commissioner;

"Employee Claim" means any action, cost, claim, demand, expense or other liability in respect of which the Indemnifying Party may become liable to indemnify the Indemnified Party in accordance with this Appendix;

"Losses" means all damages, loss, costs, awards, and expenses (including all legal fees reasonably incurred by either party);

"Replacement Services" means any services which are substantially similar to the Services and which the Authority procures in substitution for the Services following the expiry, termination or partial termination of this Contract, and those services are provided by a Replacement Contractor;

"Replacement Contractor" means any Third Party Contractor of Replacement Services appointed by the Authority;

"Commencement Date" means the date the Services are to commence;

"Contractor Personnel" mean all employees, staff, other workers, agents and consultants of the Contractor and/or of any sub-contractor who are engaged in the provision of the Services from time to time including the Employees;

"Service Transfer Date" means the date on which the Services (or any part of the Services) for whatever reason transfer from the Contractor to a Replacement Contractor;

"Services" means the public transport service(s) which the Contractor is required to provide in accordance with the Contract;

"Term" means the term of this Contract commencing on the Commencement Date;

"Third Party" means any person or entity which is not a party to this Contract;

"Transferring Employees" means those employees whose contracts of employment will be transferred to a Replacement Contractor pursuant to the TUPE Regulations on expiry or termination of this Contract;

"TUPE Regulations" means the Transfer of Undertakings (Protection

of Employment) Regulations 2006 (as amended);

2. APPLICATION OF TUPE

- 2.1 This Contract envisages that subsequent to the commencement of this Contract the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this Contract, or part, or otherwise) resulting in a transfer of the Services in whole or in part to a Replacement Contractor ("**Service Transfer**"). The parties acknowledge that the TUPE Regulations may apply to a Service Transfer and that, in such event, the Replacement Contractor would inherit liabilities in respect of the Transferring Employees.
- 2.2 The Parties will each provide one another on request with such information as may be reasonably necessary to enable the other to comply with its obligations to inform and where necessary, consult with the Transferring Employees and any other employees affected by this Contract and/or their appropriate representatives pursuant to the TUPE Regulations.
- 2.3 All liabilities in relation to salaries, wages and other emoluments, holiday entitlement and all contributions for which the Contractor is liable as an employer in respect of any of the Transferring Employees under any contractual or statutory obligation shall be the responsibility of the Contractor in respect of the period prior to and on the Service Transfer Date and any accrued but untaken holiday shall be apportioned on a pro-rated basis.

3. CONTRACTOR'S OBLIGATIONS ON EXIT

- 3.2 The Contractor agrees that, subject to compliance with the Data Protection Legislation, within twenty (20) working days of the earliest of:

- (a) receipt of a notification of a Service Transfer or intended Service Transfer from the Authority; or
- (b) receipt of the giving of notice of early termination of this Contract or any part of it; or
 - (i) the date which is six months before the expiry of the Term,
 - (j) On request from the Authority within a reasonable period of time to allow the Authority to include such information (subject to confidentiality requirements) as part of a future procurement process.

and, in any event, on receipt of a written request from the Authority at any time, it shall provide to the Authority or, at the Authority's direction, to a Replacement Contractor:

- (i) a full list of details of the Contractor Personnel including age and length of service;
- (ii) all material terms and conditions relating to the employment or engagement of the Contractor Personnel, including without limitation as to any bonus, commission, pensions, retirement, share options, incentive payments, insurance benefit and any enhanced redundancy payments (discretionary or contractual);
- (iii) all non-contractual benefits of the Contractor Personnel;
- (iv) written job descriptions of all the Contractor Personnel;

- (v) details of any disciplinary procedure taken against or grievance procedure taken by any of the Contractor Personnel within the previous two (2) years;
- (vi) details of any court or tribunal case, claim or action brought by any of the Contractor Personnel against the Contractor within the previous two (2) years or that the Contractor has reasonable grounds to believe that any of the Contractor Personnel may bring;
- (vii) details of any collective Contract which may transfer to a Replacement Contractor under the TUPE Regulations;
- (viii) a separate list of any individuals and their job titles who were engaged in the provision of Services in any material way in the preceding twelve months, with an explanation of why the Contractor does not consider that they are or will be Transferring Employees,

such information together being "**Staffing Information**".

- 3.2 The Authority may supply a copy of the Staffing Information to any person who has been invited to tender for the provision of all or any part of the Services (or similar services), and to any Replacement Contractor, subject to compliance with the Data Protection Legislation.
- 3.3 The Contractor is under an on-going obligation to notify the Authority of any changes to the Staffing Information up to and including the Service Transfer Date.
- 3.4 The Contractor warrants to the Authority and/or any Replacement Contractor that to the best of its knowledge and belief all Staffing Information shall be complete and accurate in all respects and shall be

kept complete and accurate.

3.5 Upon reasonable request by the Authority the Contractor shall provide the Authority or at the request of the Authority, the Replacement Contractor, with access (on reasonable notice and during normal working hours) to such employment records (and provide copies) as the Authority reasonably requests.

3.6 The Contractor shall not, save in the ordinary course of business or as required by law, at any time after the Authority has notified it of its intended termination of the Contractor's provision of some or all of the Services or in the six months prior to the Service Transfer Date, do any of the following without the prior written consent of the Authority:

- (a) vary, increase, or purport or promise to vary or increase, the terms and conditions of employment or the benefits (whether contractual or discretionary) of any of the Contractor Personnel; or
- (b) give notice to terminate or terminate the employment of any the Contractor Personnel; or
- (c) recruit or assign to the Services any new Contractor Personnel or increase the time spent by any Contractor Personnel on the Services; or
- (d) redeploy or assign away from the Services any Contractor Personnel; or
- (e) amend any existing compulsory or voluntary collective Contract.

3.7 The Contractor must notify the Authority immediately if any Contractor Personnel give notice to terminate their employment.

3.8 At least fourteen (14) days before the expected Service Transfer Date, the Contractor shall, subject to compliance with Data Protection Legislation, provide to the Authority or any Replacement Contractor, in respect of each Transferring Employee, their:

- (a) pay slip data for the most recent month;
- (b) cumulative pay for tax and pension purposes;
- (c) cumulative tax paid;
- (d) tax code;
- (e) voluntary deductions from pay; and
- (f) bank or building society account details for payroll purposes.

4. CONTRACTOR'S INDEMNITIES

4.1 The Contractor shall indemnify the Authority and any Replacement Contractor against all Losses in respect of any of the Transferring Employees arising from or as a result of:

- (a) the termination of the employment of any Transferring Employees before or on the Service Transfer Date;
- (b) any act or omission by the Contractor before or on the Service Transfer Date; and
- (c) any emoluments and outgoings due to the Transferring Employees (including without limitation all wages, bonuses, commissions, PAYE, National Insurance contributions, pension contributions and otherwise) accrued and payable before and up to the Service Transfer Date; and

- (d) any breach of regulations 13 or 14 of the Regulations, save to the extent that such Losses arise as a result of a breach by the Authority and/or Replacement Contractor of its or their obligations under Regulation 13(4) of the TUPE Regulations.

4.2 The Contractor shall indemnify the Authority and any Replacement Contractor for all Losses arising from any act or omission of the Contractor in relation to any other of its employees who are not Transferring Employees during any period whether before, on or after the Service Transfer Date

5. CLAIMS HANDLING

5.1 Where any Employee Claim is made against a party to this Contract in respect of which one party ("**Indemnifying Party**") is liable to indemnify the other ("**Indemnified Party**"), the Indemnified Party shall:

5.1.1 take such steps and provide at the Indemnified Party's expense such reasonable assistance as the Indemnifying Party may reasonably require in relation to such Employee Claim;

5.1.2 preserve and not waive legal professional privilege or other privilege attaching to any of the records, documents or other information in relation to such Employee Claim without the prior consent of the Indemnifying Party;

5.1.3 not make any admission of liability without the prior consent of the Indemnifying Party, such consent not to be unreasonably withheld or delayed; and

5.1.4 not enter into any binding Contract or arrangement to settle such Employee Claim without the prior consent of the Indemnifying Party,

such consent not to be unreasonably withheld or delayed.

SCHEDULE 7 - SAFEGUARDING

SAFEGUARDING

Key Definitions

The following are definitions of key terms that relate to the safeguarding of children and young people.

Safeguarding

The term Safeguarding refers to the broader preventative and precautionary approach to planning and ensuring that the necessary procedures are in place to protect children, young people and vulnerable adults from any potential harm or damage.

Child or young Person

By law a child is a person who is under the age of 18 years. It is important to note that there is no official age at which a 'child' becomes a 'young person'.

Harm

Harm includes not only ill treatment, but also the impairment of, or allowing an avoidable deterioration in physical or mental health and also includes the impairment of physical, emotional, social or behavioural development.

Neglect

Failing to act appropriately whether intentionally or unintentionally, e.g. ignoring medical or physical care needs.

Abuse

Is a violation of individual human and civil rights by any other person or persons. This can include sexual, physical, financial or emotional abuse and can be distinguished by singular or repeated acts or mistakes.

Radicalisation

The process by which people come to support terrorism and extremism and, in some cases, to then participate in terrorist groups and activities.

Extremism

Vocal or active opposition to fundamental British values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs.

Also included are calls for death of members of our armed forces whether in this country or overseas.

SCHEDULE 8 – SERVICE CREDIT

CATEGORY	SERVICE DELIVERY STANDARD	PERFORMANCE STANDARD	SERVICE CREDIT POINTS
Contract Compliance	Timekeeping	Operates on time	2 points for every 10 minutes late 4 points for minimum of 1 minute early All excess of 20 minutes late recorded as Lost Mileage/Lost Trip
Contract Compliance	Follow specified route	Follow route unless impassable or alternative agreed	4 points
Contract Compliance	Observe advertised bus stop	Bus must stop to pick up or set down at advertised bus stops or in hail and ride areas	4 points failure to stop 2 points incorrect bus stop 2 points boarding & alighting in an inappropriate place 4 points boarding & alighting in an unsafe place
Contract Compliance	Passenger Information	Relevant pass notices displayed	No points. Advisory note to be sent to operator
Contract Compliance	Correct Fares	Passenger must travel at fares agreed or present valid pass	4 points (failure to issue ticket charge or record/scanned passenger)
Contract Compliance	Operator must observe the requirements of the contract	Operator must supply documents and returns within the contract (Lost Mileage/Lost Trip, gross cost farebox, passenger figures)	1 point failure by 21st of the month 4 points failure by the end of the month
Contract Compliance	Contract Manager or representative must be available during the time the service is in operation	Be able to contact the operator by telephone	2 points

Contract Compliance	Provide prompt, informative and courteous replies to customer enquiries/complaints	Investigate and respond to all written or email correspondence within 5 working days	2 points failure to reply within timescales 2 points inappropriate reply
Contract Compliance	Reporting accidents/incidents	Operator must report any accidents/incidents involving passengers immediately. All other accidents/incidents must be reported within 48 hours.	3 points not reporting immediately for incidents involving passengers 2 points not reporting within specified timescales if not involving passengers
Contract Compliance	Request for information	To supply requested info/statements within 3 working days of request	2 points
Contract Compliance	Compliance with schedule	Passengers in the vehicle are as specified in the contract	3 points
Contract Compliance	Approved List	Operator supplies driver details, copies of licenses, insurance documents, CPC card, DBS details, prior to driver being assigned to a contract	2 points
Contract Compliance	Driver Training	Drivers must receive training specified by the Authority	4 points
Contract Compliance	Cleanliness of vehicle	Exterior must be clean. Interior clean and free from unpleasant smells	No points advisory note to be sent to operator

Contract Compliance	Sub-contracting without prior consent	Must not sub-contract without consent . Must not sub-contract to an operator who is NOT on the approved list . Sub-contracting to approved operator but NOT notified within 1 hour	3 points
Legal	Driver correctly licensed	Driver wearing/carrying correct badge/license/CPC card. Clear current Disclosure and Barring Certificate	4 points Not being recorded with cleared DBS – formal warning investigation
Legal	Observe all road traffic regulations and legal requirements	Drivers conduct to be professional. Operator to ensure vehicle meets road traffic and legal requirements	Up to 8 points to be issued depending on severity of offence (Examples leading to 8 points would include but are not limited to failing to stop at a red light or exceeding speed limit)
Legal	Route number & / or destination	Must be shown	2 points
Safety	Vehicle check	To be completed beginning and end of route using the 'check sign'	4 points
Safety	Registers	Where applicable registers must be used and completed	4 points
Safety	Headcount check	Drivers on primary route to do headcount at the beginning of each PM journey	4 points
Safety	Seatbelts	Seatbelts must be working Drivers request seatbelts to be worn	4 points

Safety	Handover of children	Driver complies with child handover arrangements	4 points
Safety	Vehicle meets requirements with regard to capacity, accessibility & passenger facilities	Seating capacity equal to or exceed the minimum specified in the contract. Any alternative (spare) vehicle must meet minimum wheelchair and seating capacity	4 points – vehicle with less than minimum specified
Safety	Safety items on board and correct use of	Fire Extinguisher Glass Hammers Emergency Door Reverse alarm if applicable Ramp/tail lift Defect card procedure 2 way radio / hands-free mobile device CCTV	3 points 3 points No points - advisory No points - advisory 3 points 3 points 3 points 3 points