

## **Bath and North East Somerset Council**

### **Passenger Transport Framework Agreement**

#### **Provider's Handbook v1.0**

##### **Introduction**

Now that the new Passenger Transport Framework Agreement is in place, it is important to remind Providers that new terms, conditions and service requirements need to be in place for the safe and efficient delivery of the contracted Services.

This Provider's Handbook does not replace any standard Terms and Conditions currently in place for the Framework Agreement, but has been produced as a practical and easy reminder of the Requirements of the Service, what level of Service is expected, and what is expected of Drivers and Vehicles, and pulls together into one document how those requirements will be managed, and the rules applied.

##### **Statement of Service Requirement**

###### **Purpose**

The Provider shall provide the Services detailed in this Service Requirement to the designated passengers determined and defined by the Authority attending school and day care provision at various sites across the Bath and North East Somerset area, and in some instances to various locations across the United Kingdom.

###### **Passenger profile:**

The passengers being transported under this Agreement are from some of the most vulnerable groups of citizens in Bath and North East Somerset, including people who have a mix of needs, including, but not limited to:

- a) People with learning disabilities
- b) People with mental health issues
- c) People with a recognisable physical disability
- d) People with a hidden disability
- e) People who are deaf or have hearing loss
- g) People who are blind or have depreciating sight
- h) People who are Elderly
- i) Children

### **Journey planning**

Within the Framework Agreement the Authority will plan and provide Route Schedules to ensure that the Services are undertaken in the most efficient and expedient manner and that passengers are taken to and from their destinations on all occasions without any undue delay or waiting, in the shortest time and distance possible, taking into account the need for them to experience a safe, smooth and pleasant journey.

### **Obligation**

For each journey the Provider shall be provided with specific details of passengers, routes, destinations, pick up and drop off points, times and other relevant details by the Transport Services Division of Environmental Services.

From time to time, routes may need to be modified by The Authority, either over the short term, or for extended periods, or the routes can change completely. In all of these cases, as soon as the changes are known by the Authority, it will endeavour to advise the Provider at the earliest opportunity of the extent of the changes and any material changes to the contract to deliver those journeys.

The Provider shall ensure that all agreed routes, timetables, pick up points and setting down points are adhered to at all times. Any proposed modifications by the Provider, for whatever reason, should immediately be submitted to the Authority, who will then confirm or deny acceptance of the modifications.

### **Punctuality**

The Provider shall ensure that its Drivers are aware of the importance of them arriving at each passengers home or designated location at the planned times for both pick up and dropping off.

Providers need to contact the Transport Team to report if they anticipate they will be over 15 minutes late.

On occasions when delays are unavoidable, the Driver must provide explanations and when appropriate apologies for the delay to both passengers and their carers (if applicable), i.e. offer the reasonable courtesy most individuals expect under such circumstances.

Drivers must manage potential punctuality problems on route by using on-board communication system to keep their management/base up to date with the circumstances affecting their progress. The Provider must then immediately liaise with the Authority for that specific journey in order that schools, care establishments and/or carers can be kept informed.

If Providers are made aware that a passenger no longer requires transport, this is to be reported to the Transport Team.

### **Passengers not available or not ready**

The Provider shall ensure that the passengers and/or carer is aware that transport has arrived, if the passenger is not ready to travel, then a 'waiting period' of 3 minutes should be applied beyond the agreed pick-up time. Once the 'waiting period' has elapsed the Driver must tell the passenger and/or carer that the vehicle cannot delay any longer before proceeding

However, if the vehicle has arrived before the agreed pick-up time, the 3 minutes waiting time should only begin once the agreed pick-up time has been reached.

If the passenger is not at the pick up point, then a 'waiting period' of 3 minutes should be applied. Once the 3 minutes is completed the vehicle can proceed without the passenger. The Driver or their management should then telephone the Transport Services team to inform them of the situation. A written record should be maintained by the Provider detailing all occurrences of the non delivery of the Services in these circumstances, as each incident will be reviewed.

#### **Additional standard elements**

The Provider will only convey the designated passengers in accordance with these provisions and shall not amend these conditions unless instructed to do so by the Transport Services Section.

The Provider will ensure any variations in the route or timetable requested by the Authority are implemented. Variance in route length in excess of 10% can be reviewed and may be re-priced where appropriate. If any revised rate is unacceptable to the Authority, the Authority shall have the right to terminate the Contract and seek an alternative Provider.

The Provider may supply a larger vehicle than needed for the Contract at their own discretion providing the Authority is charged at the smaller vehicle rate.

If, at any time the number of Passengers to be carried rises to such an extent that it is no longer safe or practicable to convey them in a vehicle originally specified the existing Provider will be invited to supply the larger vehicle no extra cost.

If, at any time the number of Passengers to be carried falls to such an extent that the Authority regards it as no longer practicable to convey them in a vehicle originally specified the Authority reserves the right to re-price or retender the route.

The Authority will only take responsibility for payment of journeys that have been modified if confirmation of acceptance has been given to the Provider in writing.

It is the Authority's responsibility to communicate the first day of term for each school and any inset days, School opening and closing times are correct at the time of issuing journey schedules however they are subject to change. Providers providing Home to School services should make every attempt to acquaint themselves with School dates via liaison with the Schools, and the web sites for the School and B&NES Council.

The Provider shall make every reasonable effort to provide the same driver, and where applicable, guide escort, for the same routes and passengers on a regular basis.

The Provider shall ensure that all staff, including Drivers and Guide Escorts, are prohibited from taking photographic and video images of passengers, with the exception of authorised Closed Circuit Television equipment. If a Provider has CCTV fitted, they must advise the Transport Team.

The Provider will ensure that Drivers and Guide Escorts shall not smoke, drink or eat whilst performing their duties, and are prohibited from offering food, drink, medicines, money, cigarettes or any other substances to all Passengers.

Where a Passenger must eat as part of their condition, for example Passengers with diabetes, the food eaten must only be that supplied by the Passenger or their Parent or Guardian.

### **Cancellation or suspension of services**

The Authority shall have the right to suspend any or all journeys and/or Route Schedules for whatever reason.

The Authority may at any time by notice to the Provider cancel or suspend all or part of the services to be provided under this Framework Agreement for any day(s) specified in such notice.

In the case of Taxis routes, a charge will only be applicable where cancellation is made after the vehicle has arrived at the first pick up.

In the case of PCV routes the Authority will pay the Provider 25% of the agreed daily price for any previously agreed day(s) on which the transport is not required and for which notice of cancellation was not given by 1600 hours on the previous working day.

In the event of this specified period of notice or longer being given by the Authority to the Provider, no payment shall be due for the period of cancellation.

In the case of severe weather Providers should monitor both email communication and the Council's web site to check for information on facility closures, provided notification is posted in line with other cancellation timescales this will constitute notice.

### **Notice**

The Authority will have the right to terminate the Contract or any specific route operated under the Contract by four weeks notice in writing. The Provider will have the right to terminate the Contract or any specific route operated under the Contract by four weeks notice in writing.

### **Seats and wheelchairs**

Where a child safety seat is required a 3 point lap and diagonal seatbelt must be provided. All reasonable care is to be taken to ensure all Passengers carried are seated and remain seated throughout the journey and that order amongst the Passengers is maintained.

Some passengers will require extra supervision (such as help with seat belts) during boarding and alighting and where there is no Escort available, the onus will fall with the driver.

Some passengers may have physical disabilities and may require transport in a wheelchair. Where a wheelchair, either manual or electric, is indicated in the journey schedule it is assumed the passenger will travel in the wheelchair, unless otherwise stated.

Where the Schedule requires the Provider to supply a vehicle with a tail lift or ramp for wheelchair access they shall only install, employ or have fitted a recognised manufacturers custom built accessible adaptation, which may be subject to inspection by the Transport Section.

Where specified, some passengers may have difficulty accessing vehicles with high steps and therefore will have to access vehicles using a wheelchair and lift. Once boarded they will transfer to a normal vehicle seat.

Occasionally it is necessary that passengers be secured to their seat by means of a safety harness. In this event the Head Teacher, Unit Supervisor of the establishment concerned,

or Passenger Transport Coordination Centre will advise the Provider. The appropriate equipment will then be issued on loan to the Provider, who will be responsible for its safekeeping and correct fitting to an existing seat.

### **Guide Escorts**

Certain routes will require the Provider to convey Guide Escorts; full details will appear on the relevant journey schedule.

Guide Escorts will usually be provided by the Authority, or there may be a requirement for Providers to provide suitably experienced and approved people to act as Guide Escorts in the vehicle to supervise the passengers during the journey. Where this is the case for pricing purposes this will be clearly communicated.

When provided by the Authority, Guide Escorts must be collected and returned from their designated addresses at the required times as part of the designated journey, unless advised otherwise by the Transport Service.

### **Quality control**

The Provider must permit the Authority's authorised Officers to act as Inspectors on any vehicle used by the Provider when in service under the terms of this Framework Agreement. The said Officers shall be permitted to board vehicles provided for the purpose of surveying passenger movements, the reliability or regularity and standard of service provided and, where applicable, to inspect tickets, passes and permits, waybills or other records or equipment kept by the Provider's drivers or other staff.

### **Service evaluation**

At its own discretion the Authority will carry out passengers/parent/carer or external organisation evaluation surveys of the Services provided by the Provider. The results of this evaluation will be discussed with the Provider. Should failings be identified the Provider will be required to work with the Authority in order to identify and implement appropriate remedial action

### **Assignment**

The Provider shall not without the written consent of the Authority employ any sub-contractor or assign any contract provided that this clause shall not apply in the event of any emergency arising from or due to breakdown or accident of a vehicle used in the performance of any contract within this Framework Agreement in which case the Provider may sub-contract or assign any Contract for a period not exceeding three days provided the Authority reserves the right to prohibit the use of any specified person for this purpose and subject to approval by the Transport Manager within 24 hours of the event.

### **Change of Ownership.**

Any work under this Framework Agreement may not be included amongst the Provider's assets or "good will" therefore any change in ownership or constitution of the Provider's company, business, shareholders, partners, articles, etc., whether or not this involves change of name, must be notified in advance in writing by the Provider to the Authority. Failure to do so may be regarded as a breach of Framework Agreement.

The Divisional Director of Environmental Services may agree a transfer of the Contract either wholly or in part to the changed Provider. The Divisional Director of Environmental Services decision in this matter being final and no correspondence will be entered into.

## **Communications**

All drivers must be able to be in contact with their base at all times.

Providers must ensure that appropriate personnel are available to respond to telephone enquiries between the hours of 7.30am and 5.30pm. Provision must also be made by Providers to allow contact outside of normal office hours for parents/carers, Guide Escorts and the Transport Unit to inform of non-pick ups or alterations.

Changes in Providers telephone numbers, email or postal address must be notified in writing to the Transport Section within 24 hours of the change

Where a written response is required, Providers must ensure that correspondence email or letter is acknowledged within 5 working days

## **Pupil travel passes**

Every pupil authorised to be carried by the Authority will be issued with a pass, unless they are special needs, indicating that pupil's entitlement to travel on the service, and it shall be the duty of the Provider to ensure that such passes are examined regularly and any pupil failing to produce a pass should be reported immediately to the Transport Team and the Head Teacher of the relevant school.

Pupils without a valid pass should not be prevented from boarding and travelling on the inbound journey providing it is safe to do so, and the vehicle is not overcrowded.

Any pupils or students that board without a pass should have their names taken and reported to Transport Section, where instructions will be issued to the Provider by the Transport Section

Pupils without a pass on the outbound journey can be left at the school premises, but a member of the school staff must be fully informed of the situation

The passes issued by the Authority shall be valid only on the route and days and within the times specified in the Contract unless otherwise agreed by the Provider and the Authority to meet exceptional circumstances.

The pupils shall be picked up and set down only at such places and within the range of times as specified or as from time to time may be specified in writing by the Authority.

## **Supply of additional services**

All services supplied additionally to the main contract are to be the subject of a properly authorised Order issued by the Authority or an instruction from the Authorised Officer. The Authority shall not be responsible for any services which are delivered by the Provider and are not the subject of an Order or authorised instruction.

## **Performance**

All services supplied by the Provider are to be supplied and delivered entirely in accordance with the terms of the Framework Agreement, the requirements of the Specification and to the satisfaction of the Authorised Officer at such time and at such places as may be specified.

Time of performance shall be of the essence in relation to any Contract. Unless otherwise agreed by the Authority, the Provider undertakes to meet all service requirements stated on the Specification and to meet the prescribed pick up and drop off timescales.

## **Failure to Perform Services to Required Standards**

If the Provider shall fail to perform any of the Requirements detailed in the original Invitation to Tender (ITT) or in this Providers Handbook, or on any Order for Services they receive, to the satisfaction of the Authority, the Provider will receive a written warning.

After any two warnings within the same year, a further breach will result in a penalty fine equivalent to a full days charges and the Provider being interviewed by the Transport Team to explain the breach.

Following this, any further breach of the requirements within the same year, will result in the Provider being removed from the route concerned, with no compensation, and the route being assigned to another Provider by means of a competitive quotation.

For continued and persistent breaches of the requirements, a Provider will be excluded from the Framework Agreement.

The Authority will inform the Provider in writing of any deduction that is to be made, detailing the reasons why. The Authority will then invoice the Provider for the full amount to be repaid.

The Provider must ensure that payment is made within seven working days of receipt of the deduction notice and invoice. Failure to comply may result in termination of the Contract and for persistent breaches, of exclusion from the Framework Agreement.

Should the Provider disagree then the Provider should inform the Divisional Director of Environmental Services in writing, giving the reasons for the disagreement no more than seven days after receipt of the deduction notice.

The Divisional Director of Environmental Services is authorised to waive any penalty if they are satisfied that the failure to operate or irregular operation arose as a result of difficult weather conditions, particular cases of traffic delay, any unforeseen events or mitigating circumstances applied in this instance.

In the event of any dispute arising from the terms of the Passenger Transport Framework Agreement which cannot be settled between the Authority and the Provider, the dispute will be referred to a single arbitrator agreed by the parties.

Any such referral shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996.

## **Breach of Contract**

In the event of any act of negligence or any continued breach of this Contract by a Provider the Authority may at any time thereafter summarily terminate or suspend the Contract without notice, compensation or liability of any description to the Provider.

Where termination occurs as a result of the Providers breach of any of the conditions of this Contract or negligence on its part then the Authority shall be at liberty to have the Contract fulfilled by any person the Authority shall think fit ensuring the Contract is completed to the entire satisfaction of the Authority.

The Authority shall be under no obligation to make any further payments to the Provider who is deemed to be in breach.

## **Statistical Data and Reporting**

The Provider may be required to generate relevant statistical data relating to this Contract which will be freely accessible to the Authority as and when required.

- Usage reports for the whole account or by destination, by volume or value for any specified period.
- Opportunity reports detailing cost saving options

The Provider shall keep a record of all comments and complaints and investigate all complaints, providing written findings and/or apologies to the complainant. The Provider shall advise the Authorised Officer of any complaints and provide on a quarterly basis a statistical report of the number of comments and complaints received and remedial action taken, categorising them into issues.

## **Drivers and Staff Requirements**

The Provider shall ensure that there are sufficient numbers of competent Staff employed to carry out the tasks as required in the Service Specification and that they are properly qualified and trained to carry out the Services required.

### **Suitability of employees**

Within 7 working days of the award of any Contract, the Provider must provide The Authority with a list of names, addresses, and where appropriate, CRB checks, relevant training, type of driving licence held, including any endorsements, of all their employees who will be used on contracts within this Framework Agreement

The Provider must also notify The Authority of the names and addresses of any new employee, together with all other relevant details held, not less than fourteen working days before they commence employment on any contract.

### **The vetting of staff- Enhanced Criminal Records Certificate**

The Provider must acknowledge that performance of the Services shall require their Staff to work with vulnerable passengers or such other members of the public towards whom the Authority owes a special duty of care. Therefore all staff that a Provider wishes to use on any Contract will be deemed exempt from the 'Rehabilitation of Offenders Act 1974' and shall be required to complete and sign a 'Disclosure of Criminal Background' form.

Once completed, this form should then be returned by each Driver or any other staff member to the Authority's Nominated Officer. Upon receipt the Authority will then submit the completed form for clearance to the relevant agency prior to these members of the Providers staff commencing duties under contract with the Authority.

All staff used on all contracts are required to submit updated forms on the third anniversary of the Framework Agreement.

Should the Enhanced Criminal Records Certificate reveal that a member of the Providers staff or a potential member of Staff has any Convictions; the nominated Officer of the Authority shall ensure that such Staff are questioned in relation to their Convictions.

If, after having made all relevant enquiries, the Authority is of the opinion that any of the Provider's employee's are not suitable to be engaged under the terms of the Passenger Transport Framework Agreement or who misconducts themselves, is incompetent or negligent in their duties or who the Authority has reasonable grounds for believing that their presence or conduct at work is otherwise undesirable, the Provider will be notified in writing and on receipt of such notification the use of any individual named shall no longer be permitted under this Framework Agreement or any contracts therein. A Provider will be in breach of the Contract if any named individual continues to be used under the terms of any Contract and this breach will enable the Authority to terminate their place within the Framework Agreement forthwith.

Drivers and Guide Escorts who's CRB check is 'pending' must not be used on Contracts within this Framework Agreement unless they are accompanied by a designated Driver and Guide Escort who has a current and valid enhanced CRB check, and the prior approval of the Transport Services Manager.

Should the Provider become aware of any offence in relation to any Driver and Guide Escort used under this Framework Agreement the Provider shall immediately inform the Authority's Nominated Officer who will be The Quality Controller.

### **Driver Training**

As part of this Framework Agreement and any contracts that run within it, the Authority is firmly committed to high driver standards, and as such requires all Providers to ensure their drivers are trained appropriately.

### **Safe and Fuel Efficient Driving**

All Providers will need to clearly demonstrate that their regular drivers (those working on a contract for more than 30 days during the duration of the contract) are trained in Safe and Fuel Efficient Driving.

### **Wheelchair Training**

Those Providers who have appropriate vehicles to carry passengers in wheelchairs will need to demonstrate that their drivers have received sufficient training in how to load, secure and unload wheelchairs.

Those drivers who cannot demonstrate that they have received relevant training will not be allowed to carry passengers who use a wheelchair.

### **Other considerations**

The driver must take all proper precautions to ensure the safety of passengers being carried.

The driver should ensure that their vehicle is not overloaded, and that each passenger should have their own allocated seat with seat belts secured. Any instances of overloading or potential overloading should be reported immediately to the Bath and North East Somerset Council Transport Service.

All drivers and all other staff associated with this contract shall be of clean and smart appearance, and conduct themselves with courtesy and in a professional manner, and must not become over familiar with passengers, behaving in an appropriate way.

P.C.V drivers must carry appropriate photographic identification issued by the Authority Hackney Carriage and Private Hire Vehicle drivers must always wear the appropriate badge issued to them by the Licensing Authority whilst undertaking any contract.

Lost or damaged photographic identification cards must be reported to the Passenger Transport Unit immediately. A charge of £10 will be made for all replacements.

It shall be the personal duty of the driver to ensure the safety and well being of the passengers while in the vehicle or while entering or alighting from the same and shall report immediately to the Head of the school or establishment attended any cases of disorderly or unruly conduct including any passengers that do not remain seated or do not wear their seat belts during the journey.

The Provider shall ensure that its Drivers and Staff develop a supportive rapport with Service User(s) and carers; ensuring that they explain to Service User(s) and their carers what they are doing and any routines that may develop over time on the journeys/routes. The Provider shall ensure (allowing for holidays and other absences) that the same Driver, and where applicable Guide Escort, shall provide the Services consistently on a particular Route Schedule and/or Works.

The only exception to this is in situations where providing the requested assistance the Driver/Guide Escort considers it will place them or any passengers at risk of harm. In such circumstances immediate liaison between the Provider and the Transport Team should take place in order to investigate the situation and if required, establish a mutually acceptable solution.

The Provider shall ensure that all of its Drivers when providing the Services are expected to communicate effectively, to be physically able to perform their duties in assisting passengers, be able to deal effectively with any emergency circumstances and generally to act in a professional and courteous manner, as ambassadors for the Authority.

The driver must ensure they always carry an up to date schedule inclusive of pick-up points and passenger details, drivers must not carry unauthorised passengers on a vehicle whilst employed under the terms of this Framework Agreement.

Drivers must not give to or receive gifts from any passenger. Any driver found to be giving or receiving gifts would be removed from the Contract immediately.

### **Equalities**

Where required under law the Provider shall have an Equal Opportunities Policy which shall comply with the Equality Act 2010 and shall therefore not unlawfully discriminate against any person directly or indirectly or by way of victimisation or harassment or subject any such person to a detriment on basis of a 'protected characteristic'. The relevant characteristics

are: Disability; gender reassignment; pregnancy and maternity; age; race (includes ethnic or national origins, colour and nationality); religion or belief; sex, and sexual orientation

## **Vehicle Requirements**

Any vehicles, equipment and personnel used in the course of distribution and delivery must at all times fully comply with all relevant legislation, codes of good practice and any requirements set out in the relevant service specifications.

Any vehicles used by Providers on contracts within the Framework Agreement must comply with these Vehicle Requirements for the Passenger Transport Framework Agreement 2011

## **Requirements**

The Provider will be responsible for operating the vehicle under the appropriate licensing regulations i.e. licensed as a Hackney Carriage and or Private Hire, Section 19 Permit or PCV.

- Department for Transport The Safety of Passengers in Wheelchairs on Buses, VSE 87/1.
- Medical Devices Agency MDA 2001 (03) June 2001 “Guidance on the Safe Transportation of Wheelchairs”.
- Medical Devices Agency MDA 2003 March 2003 “Guidance of the Safe Use of Wheelchairs and Vehicle-mounted Passenger Lifts”.
- Health & Safety Executive LOLER “Lifting Operations and Lifting Equipment Regulations 1998”.

Prior to any contract commencing Providers must consult with the Bath and North East Somerset Council Transport Section, to ensure their vehicles are suitable for the purpose of the Contract.

The Provider will provide a motor vehicle which is to the satisfaction of the Authority and in all respects suitable for the purpose of the particular contract award within the Framework Agreement. The vehicle must be kept clean, adequately heated and ventilated, and in a proper state of repair and good running order at all times. It needs to comply with all current legislation, such as the Road Traffic Act and the Public Passenger Vehicle Act. Failure to comply with the necessary legislation will render the Framework Agreement invalid.

The Authority cannot accept responsibility for vehicles purchased for contracts that are not suitable. Contracts will only be awarded after discussion with the successful Provider and the vehicles proposed are agreed to be suitable.

There is no restriction to the maximum vehicle age, unless otherwise specified in any pricing schedule. All vehicles over 10 years old will be subject to an annual inspection (unless registered as a Taxi or Private Hire Vehicle) by nominated Officers of the Authority. The cost of the annual inspection is £120 for vehicles with between 9 and 17 passenger seats and £395 for vehicles with 18 or more passenger seats. The inspection fees will be subject to annual review.

A schedule of random vehicle checks will be performed by a designated Officer of the Authority throughout the duration of the Framework Agreement to ensure all vehicles are fit for purpose. Should a vehicle be considered unfit for use under the Terms of the contract,

the vehicle must not be used by the Provider for any route until the vehicle has been inspected by an Authorised Officer of the Authority and has been passed as fit.

The associated costs for testing and thereafter for effecting the improvements required to satisfy the requirements of the contract must be met by the Provider.

All vehicles provided under the terms of this contract must be fitted with seat belts.

All cars provided under the terms of this Framework Agreement shall be constructed so as to have at least four doors.

Vehicles with over eight passenger seats should be licensed as a Passenger Vehicle and equipped with suitable first aid and fire extinguishing equipment. Vehicles with eight or less passenger seats should be licensed as a Hackney Carriage or Private Hire Vehicle.

It is the Provider's responsibility to display any signs, certificates; discs etc as required by law, failure to do so may result in either a fine, or termination of the Contract, or exclusion from the Framework Agreement

The Provider shall ensure any special seats, cushions or harnesses etc., supplied by the Authority shall be used appropriately in the performance of this Framework Agreement and any such installations shall be to a standard suitable to provide safety and in compliance with legislation, Failure to comply with the necessary legislation will render the contract invalid.

In the case of PCV Vehicles the use of side facing seats will not be permitted.

Any vehicle supplied to the Authority for the carriage of passengers using wheelchairs must comply with the Department of Transport Codes of Practice; All Providers must ensure their drivers of such vehicles shall have received approved training in the securing of wheelchairs in the vehicle.

The Provider must comply with the driver's hours regulations, and retain records as proof of compliance, such records must be available for inspection by any Officer authorised by the Head of the Passenger Transport Service.

The Provider will at all times keep proper records of all routine services, inspections, repairs and work carried out on their vehicles even where this is not a legal requirement and all such records shall be produced whenever requested by any Officer authorised by the Transport Service.

### **Reporting of accidents**

In the event of an accident involving the vehicle at any time during which it is being used for the performance of all contracts within the Framework Agreement whether injury has been sustained or not the details of such an accident must immediately be reported by telephone or by fax to Transport Services (Tel: 01225-394370; 394371; 394380 Fax: 01225-394298) between 8.00 a.m. and 17.00 p.m. Monday to Friday, followed by confirmation in writing within 24 hours. If an accident involving a vehicle that is to be used on any contracts should occur at a weekend or evening the Provider must confirm in writing to The Transport Service on the next working day.

### **Employers and Public Liability insurance**

The Provider shall be liable for any expense, liability, loss, claim or proceeding in respect of personal injury or death caused by the any negligence of the Provider, their employee, agent, sub contractor or assignee.

The insurance in respect of claims for personal injury or death of any person under contract of service with the Provider, Sub-Contractor or any assignee shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and the Employer's Liability (Compulsory Insurance) Regulations 1998.

Providers must have in place prior to the commencement of any contract valid Employer Liability insurance cover to the value of £10 million per claim or series of connected claims, and Public Liability insurance cover to the value of £5 million per claim or series of connected claims.

**Vehicle documents**

At least seven working days before the commencement of the Contract the Provider shall deliver the original policy and certificate of insurance, receipts of payment of premiums together with any test certificate and vehicle licence(s) including Providers Licence to the Authority. In addition, all of these documents may be requested by the Transport team for inspection at any time during the contract.

**Prices and Invoicing**

**Price**

Framework Agreement Prices will be reviewed annually and any changes will take effect on 1st September next and each subsequent year of the Framework Agreement.

The formula for calculating the price revision will reflect cost changes during the 12 months up to 30<sup>th</sup> June of the preceding year using the Governments Consumer Price Index.

**Invoicing**

Invoices shall be submitted with each journey, with a monthly statement summarising the services provided and detailing all items delivered that month (quoting the relevant order numbers) submitted to the Authority's Authorised Officer. The Authority shall pay the invoice within thirty (30) days from receipt of a correct invoice except where a prompt payment discount is offered and accepted.

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**Revisions**

This document will be reviewed regularly, and where it is thought necessary, it will be revised and a latest version distributed to all Providers.

Please ensure all your drivers and any other relevant staff have seen and understood the requirements in the latest version of this Handbook.