

# Assisted Transport for Children With Special Educational Needs and Disabilities

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## SERVICE SPECIFICATION

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### VERSION

Service Specification Passenger Transport\_DPS\_V3  
CH/LR/CG Amends

## 1. INTRODUCTION

- 1.1 The London Borough of Sutton, the Royal Borough of Kingston upon Thames and Achieving for Children Ltd<sup>1</sup>, (The collaborating organisations) are commissioning a number of providers to become part of a Dynamic Purchasing System to provide assisted transport for vulnerable children and adults.
- 1.2 Section 509(1) of the Education Act 1996 requires a Local Authority to decide whether or not it needs to make arrangements for the provision of transport assistance for each pupil with an Education, Health & Care Plan (EHCP). If a Local Authority decides that transport assistance is necessary, then it must decide what form of transport assistance is suitable and organise it free of charge. Transport assistance may be provided for children based on their special educational needs, or on medical grounds, to and from school or other educational establishment both within and outside the Boroughs and, in some cases, transport assistance may be provided to respite/short break provision and/or after school clubs.
- 1.3 Transport is provided for adults with varying disabilities and older people, to and from community support services, respite centres and other provision both within and outside the Boroughs.
- 1.4 The duration of the Dynamic Purchasing System (DPS) is for a period of four years with an option to extend for 1 year and a further 1 year following this. The DPS will commence on 1<sup>st</sup> July 2019 and is to be tendered in the following service categories:
- Taxi and Minicab (1 - 8 seats)
  - Taxi and Minicab (1 - 8 seats) with Personal Assistant
  - Taxi and Minicab (1 – 8 seats), Wheelchair Accessible
  - Taxi and Minicab (1 - 8 seats), Wheelchair Accessible with Personal Assistant
  - Minibus (9+ Seats)
  - Minibus (9+ Seats) with Personal Assistant
  - Minibus (9+ Seats), Wheelchair Accessible
  - Minibus (9+ Seats), Wheelchair Accessible, with Personal Assistant
- 1.5 These will be described in more detail below. This specification is drafted to reflect the fact that needs and legislative requirements may change during the term of the framework.

## 2. HIGH LEVEL OUTCOME

- 2.1 The commissioned service should deliver a cost-effective service which demonstrates positive outcomes for service users.
- 2.2 **Children:** Children get to school, safely, on time and ready to learn.
- 2.3 **Adults:** Are collected at the agreed time and arrive at their destination safely, on time and in a calm state.
- 2.4 **All journeys:** Affordable and sustainable travel
- 2.5 For Children the service must meet the following outcomes:

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<sup>1</sup> A company registered in England & Wales (reg no 08878185) and jointly owned by the Royal Borough of Kingston, the London Borough of Richmond and the Royal Borough of Windsor & Maidenhead

- Children arrive at school in a calm state, ready to learn and on time
- Children have a positive experience of the journey to school (e.g. stimulation, opportunities to make friends, engagement with others)
- Children enjoy their journey to school
- Children using the service are safe

2.6 For Adults the journey must meet the following outcomes:

- Adult service users arrive at their destination or appointments on time
- Adult service users travel safely
- Adult service users experience a pleasant journey that does not cause them stress or anxiety.
- Adults travelling to college or daytime activities arrive ready to learn or participate.

### **3. PURPOSE OF SERVICE**

3.1 The objective of the Service is to provide a safe, reliable and timely transport provision for service users. Transport requirements are subject to frequent change and it is therefore important that the service provision is flexible and able to react quickly to changing circumstances and requirements without detriment to quality. All Drivers, Passenger Assistants and other staff of the provider undertaking the service shall show understanding and empathy to all passengers carried and communicate with them in an age-appropriate manner.

3.2 Providers are required to provide services for the following:

- Transport for children attending special schools, specialist units, mainstream schools and any other educational establishments both within and outside the boundaries of the boroughs for both regular journeys (daily, weekly, termly) or journeys on an ad-hoc basis;
- Transport for children, to and from respite provision or after school clubs both within and outside the boundaries of the boroughs for both regular journeys (daily, weekly, termly) or journeys on an ad-hoc basis;
- Transport for children where transport has been authorised on medical grounds, both within and outside the boundaries of the boroughs for both regular journeys (daily, weekly, termly) or journeys on an ad-hoc basis;
- Transport for adults with varying disabilities, to and from community support services, respite centres and other provision both within and outside the boundaries of the boroughs for both regular journeys (daily, weekly, termly) or journeys on an ad-hoc basis;
- Transport for older people, to and from community support services, respite provision and other provision both within and outside the boundaries of the boroughs for both regular journeys (daily, weekly, termly) or journeys on an ad-hoc basis;

### **4. SAFEGUARDING VULNERABLE CHILDREN AND ADULTS**

4.1 Providers on the framework will be responsible for transporting some of the most vulnerable children, young people and adults in the boroughs, sometimes for long distances.

- 4.2 The provider has a duty of care for the people they transport and is responsible for ensuring that they reach their destination safely and do not experience stressful journeys that make them anxious or upset.
- 4.3 All providers must have an up to date safeguarding policy covering both children and adults that adheres to the requirements set out in the contract terms and conditions. All Drivers and Passenger Assistants must have knowledge of this policy.
- 4.4 All staff that have direct contact with either children or vulnerable adults must have a current enhanced Disclosure and Barring Service (DBS) certificate. The certificate must not be more than three (3) years old unless the subject of the certificate subscribes to the DBS Update Service, which allows the Contracting Body to check more recent conduct online. The original certificate, must be presented to the Contracting Body. It will be for the Contracting Body to decide if the staff member will be permitted to work on that route.
- 4.5 All staff who have been resident in the UK for less than three (3) years must have a Certificate of Good Conduct for workers from overseas. Where applicable there are relevant visas, residence permits and Home Office documentation which confirms staff rights to work
- 4.6 All staff that come into contact with children or vulnerable adults must have undergone relevant safeguarding training within the last 3 years. All staff must know the correct referral procedure to report any safeguarding issue to the relevant organisation offering the route. The Contracting Body may spot check staff training records to ensure providers are meeting this requirement.
- 4.7 All staff that come into contact with children or adults must ensure that the boundaries between passengers and staff are maintained. Staff are required to be friendly and courteous to their passengers and engage in conversation but must maintain a professional distance at all times.
- 4.8 If any member of staff witnesses inappropriate behaviour or bullying by other passengers or members of staff at pick up, drop off or during the journey then this must be reported immediately to the Contracting Body, irrespective of whether the two staff members are employed by the same provider.
- 4.9 In order to ensure passenger safety the Driver and/or Passenger Assistant should only take route instructions from the Contracting Body. Once the passenger is on board transport they are the responsibility of the provider and Contracting Body and should be transported only as directed. The provider should only transport the named individuals it has been instructed to. Under no circumstance should any other person(s) apart from the named passengers be transported at the same time as the named passengers unless specifically directed to by the Contracting Body.
- 4.10 When transporting solo passengers the Driver must ensure that the passenger sits in the back seat and not in the front seat next to the Driver, unless advised otherwise.
- 4.11 When transporting children or young people back to their home, if the parent/carer are not home when the transport arrives at the passenger's home then the Driver must follow the procedure for the Contracting Body set out in **APPENDIX A**.
- 4.12 When transporting adults requiring supervision, if the person responsible for supervising the passenger is not available as expected on arrival then the Driver must follow the procedure agreed beforehand with the Contracting Body.

## **5. MINIMUM REQUIREMENTS FOR TAXI COMPANIES, PRIVATE HIRE COMPANIES AND SOLE TRADER DRIVERS**

- 5.1 The Service Provider must ensure that throughout the term of the agreement that they meet the following minimum requirements:
- i. Taxi Companies and Private Hire Companies must hold a Private Hire Operator Licence.
  - ii. Sole Trader Drivers or Drivers working for a company must have a Private Hire or Taxi Licence
  - iii. Companies must comply with all Transport for London Taxi and Private Hire Policies and Guidance. (<https://www.tfl.gov.uk/corporate/publications-and-reports/taxi-and-private-hire?intcmp=3162> )
  - iv. The Service Provider shall be responsible for all registration fees, test fees and licences in respect of the vehicles and Drivers.
  - v. The Service Provider shall provide continuously each day at least one (1) fully operational staffed telephone at least 30 minutes before the start and 30 minutes after the end time of the route or at least between 08.00 and 18.00 hours to enable officers of the Contracting Body to contact the Service Provider without delay.
  - vi. The Service Provider shall at all times during the term of the DPS and at its own expense, ensure that all of the vehicles conform with all present and future relevant legislation which is relevant to the construction, use and operation of the vehicles.
  - vii. All staff who have direct contact with either children or adults must have a current (dated within 3 years) enhanced Disclosure and Barring Service (DBS) certificate. All DBS certificates must be presented to the Contracting Body as stated in **paragraph 4.4** above.
  - viii. The staff recruitment process ensures risks to service users are minimised. There is a robust Recruitment Policy in place: there is evidence that all staff have at least 2 references and an up to date (dated within three (3) years) DBS certificate, full employment history (with any gaps accounted for), Certificate of Good Conduct for workers from overseas. Where applicable there are relevant visas, residence permits and Home Office documentation which confirms staff rights to work
  - ix. All staff who come into direct contact with children or adults must have undergone relevant safeguarding training within the last 3 years. All staff must know the correct referral procedures to report any safeguarding issue to the relevant Contracting Body.
  - x. The Service Provider shall ensure that all Drivers and Passenger Assistants attend, complete and pass any mandatory training which is provided for them by the Contracting Body from time to time during the term of the DPS. Refusal by any Driver, Passenger Assistant or other member of staff to attend any training which is required may result in the Contracting Body seeking the exclusion of the Service Provider from the delivery of the Services.
  - xi. Failure by the Service Provider to comply with the requirement to deliver the requisite training shall also be a Default.
  - xii. All vehicles delivering a service on behalf of the company must be road worthy in accordance with the requirements for that type of vehicle laid down by Transport for London
  - xiii. The service Provider shall ensure that all Drivers complete a daily walk around inspection of their vehicle and complete a daily defect sheet.
  - xiv. Taxi Companies and Private Hire Companies must have at least the minimum levels of public liability insurance and employee liability insurance as stated in the Terms and Conditions of the contract.

- xv. Drivers must have the correct level of motor insurance as specified by Transport for London requirements.
- xvi. The Service Provider shall ensure that its Drivers and Passenger Assistants do not perform any Services whilst under the influence of either alcohol, prescription drugs, other drugs or any other substance which would affect the Driver's or Passenger Assistant's performance.
- xvii. The Contracting Body may if it suspects that any Driver or Passenger Assistant is under the influence of either alcohol, prescription drugs, other drugs or any other substance which would affect the Driver's or Passenger Assistant's performance:
  - a. serve notice on the Service Provider to require it to suspend / terminate the Driver/Passenger Assistant from providing the Services under this Agreement;
  - b. prevent Passengers travelling with the Driver or Passenger Assistant concerned;
  - c. make a safeguarding referral to the relevant Contracting Body, as the staff member may have posed a risk of harm to the Passengers travelling.
  - d. inform the Police of any suspected offence.
- xviii. The Service Provider will not be entitled to any payment from the Contracting Body nor shall it be entitled to make any claim for any losses or expenses or any period of suspension incurred as a result of a Driver or Passenger Assistant being under the influence of either alcohol, prescription drugs, other drugs or any other substance which would affect the Driver's or Passenger Assistant's performance.
- xix. The Service Provider is required to comply with all current and future legislation relating to Drivers' hours and rest periods. The Service Provider shall put in place procedures for monitoring the hours worked by Drivers and Passenger Assistants (including dual employment) to comply with all current and future UK regulations including the Working Time Directive.
- xx. The Service Provider is responsible for issuing identification badges to all its staff engaged on the provision of the service bearing a photograph of the employee and stating the following:
  - The employee's name
  - The Contractor's name
  - The Contractor's telephone number
- xxi. The Service Provider must comply with all current and future policies and procedures of the relevant Organisation offering the route. Relevant policies are listed at **Appendix B** to this Specification.
- xxii. The Service Provider shall allow any designated employee of London Borough of Sutton, Royal Borough of Kingston upon Thames, or Achieving for Children to inspect their records, vehicles or maintenance facilities, either by prior arrangement or unannounced visit. A designated employee of any of the Contracting Bodies, or authorised inspectors acting for them, may carry out inspections on behalf of any other of the Contracting Bodies.
- xxiii. Where the Service Provider is provided with equipment by the Contracting Body, the equipment remains the property of the Contracting Body and must be maintained and returned to the Contracting Body at the end of the contract or upon request.

## 6. MINIMUM REQUIREMENTS FOR DRIVERS

- 6.1 Throughout the term of the agreement Drivers must meet the following minimum requirements:

- i. All Drivers must have a valid driving licence appropriate to the Vehicle they are driving.
- ii. All drivers must hold a current and valid Private Hire Vehicle Licence, or a current and valid Taxi Licence, or a Driver Certificate of Professional Competence (CPC), according to the vehicle in use.
- iii. If the drivers licence has been endorsed with penalty points, the Driver must present their licence to the Service Provider, who will inform the Contracting Body. The Contracting Body will decide if the Driver is suitable for the route after examining the licence and the reason(s) for the endorsement(s) and notify the Service Provider if the Driver will be permitted to work on that route.
- iv. All Drivers must have a current (dated within the last three (3) years) enhanced Disclosure and Barring Service (DBS) certificate or Certificate of Good Conduct for workers from overseas. All DBS or Certificates of Good Conduct certificates must be presented to the Contracting Body as stated in **paragraph 4.4** above. Where applicable there are relevant visas, residence permits and Home Office documentation which confirms staff rights to work
- v. All Drivers must have undergone relevant safeguarding training within the last 3 years. All Drivers must know the correct referral procedures to report any safeguarding issue to the relevant Contracting Body.
- vi. All Drivers must know the route they have been assigned to.
- vii. All Drivers must be responsible adults, capable of interacting with, responding to and calmly reassuring Passengers with special needs in a positive and sensitive manner, and liaising competently and effectively with Parents/Carers and Establishment staff. They must be able to understand their clients, Parents/Carers and be understood by them.
- viii. All Drivers must have received and understood basic first aid training covering common health conditions.
- ix. All Drivers must have received and understood and comply with the Code of Conduct (at **Appendix C**) at all times during the Term of the DPS Agreement. Any contravention of the Driver Handbook may result in the suspension and possible termination of the Agreement for the delivery of the Services, by the Contracting Body (either in whole or in part) subject to the provisions of the Default Schedule.
- x. Drivers must have the correct level of motor insurance as specified by Transport for London or relevant licensing authority requirements.
- xi. If during the carrying out of monitoring checks any Drivers are found to not have the appropriate driving licences, including Driver Certificate of Professional Competence (CPC) if relevant, or insurances for their Vehicle or (where applicable) they fail to display their licence in their Vehicle, then the Contracting Body shall be entitled to serve notice on the Service Provider to require their suspension from the provision of the Services. The Contracting Body shall also be entitled to report any such instance to the relevant Licensing Authority.
- xii. Drivers must wear an official company identification badge and show this when requested to do so by Parents/Carers, school staff and officers of the Contracting Body and, if any would like to confirm identity, allow reasonable time for this confirmation to be obtained before moving on to the next collection.
- xiii. Drivers should wear a high – visibility waistcoat/jacket at all times whilst on duty outside the vehicle.

- xiv. Drivers must carry an in-date first aid kit and fire extinguisher on their vehicle.
- xv. All Drivers who are responsible for transporting children must ensure that the correct child-seating equipment is provided to each child under 135cm in height. UK law states that children must use a child car seat until they're 12 years old or 135cm/4ft 5in tall, whichever comes first. All Vehicles must have the correct child seats for the height of the child they are transporting. Only EU-approved height-based child car seats can be used in the UK. These have a label showing a capital 'E' in a circle and 'R129'. These seats must be secured using ISOFIX if available or at a minimum according to the manufacturer's guidelines. The Contracting Body requires that car seats are High-backed Booster seats unless agreed by the Contracting Body. Car seats should be clean, regularly inspected for wear and damage, and replaced as necessary.

## 7. MINIMUM REQUIREMENTS FOR PASSENGER ASSISTANTS

7.1 Throughout the term of the agreement Passenger Assistants must meet the following minimum requirements:

- i. All Passenger Assistants must have a current (dated within the last three (3) years) enhanced Disclosure and Barring Service (DBS) certificate or Certificate of Good Conduct for workers from overseas. All DBS or Certificates of Good Conduct certificates must be presented to the Contracting Body as stated in **paragraph 4.4** above. Where applicable there are relevant visas, residence permits and Home Office documentation which confirms staff rights to work
- ii. All Passenger Assistants must have undergone relevant safeguarding training within the last 3 years. All Passenger Assistants know the correct referral procedures to report any safeguarding issue to the relevant Contracting Body.
- iii. All Passenger Assistants must be responsible adults, capable of interacting with, responding to and calmly reassuring passengers with special needs in a positive and sensitive manner, and liaising competently and effectively with Parents/Carers and Establishment staff. They must be able to understand their clients, Parents/Carers and be understood by them.
- iv. All Passenger Assistants have received and understood and comply with the Code of Conduct (at **Appendix C**) at all times. Any contravention of the Code of Conduct may result in the suspension and possible termination of the Agreement for the delivery of the Services, by the Contracting Body (either in whole or in part) subject to the provisions of the Default Schedule.
- v. Unless specifically advised otherwise, Passenger Assistants must travel in the rear compartment of their Vehicle at all times when Passenger(s) are on board, in a seat which is best located so as to enable them to provide appropriate support to the Passenger(s) throughout the Journey.
- vi. All Passenger Assistants must have completed and understood basic first aid training covering common health conditions. Passenger Assistants will also require additional medical or other training appropriate to individual passenger needs.
- vii. Passenger Assistants must wear a company identity (ID) badge at all times whilst on duty and must show it whenever a request is made by parents, carers, school/unit staff or the client. .



- viii. Passenger Assistants must be provided with appropriate personal protective equipment (PPE) by the Service Provider to ensure that their Health & Safety can be maintained on the Vehicle.
- ix. Passenger Assistants should wear a high – visibility waistcoat/jacket at all times whilst on duty outside the vehicle.

## 8. MINIMUM SAFETY STANDARDS FOR PASSENGERS

- i. All Private Hire and Hackney Carriage Vehicles which are used by the Service Provider to transport Child Passengers who are attending Primary School must have child locks fitted to the vehicle compartment that the Children are travelling in. The Contracting Body shall inform the Service Provider in advance if child locks are required to be engaged in the vehicle whilst the child in question is in transit and the Service Provider shall comply diligently with any such requirement.
- ii. Any vehicle transporting passengers who use a wheelchair shall adhere to WOTRS standards for the appropriate use of securing and restraining wheelchairs in motor vehicles used to transport wheelchairs. Wheelchair tie-down and occupant restraint systems must meet **ISO 10542** requirements.
- iii. Where the vehicle is transporting passengers in an appropriately secured wheelchair, the vehicle should carry belt cutters to free the passenger in case of an emergency.
- iv. UK law states that children must use a child car seat until they're 12 years old or 135cm/4ft 5in tall, whichever comes first. All Vehicles must have the correct child seats for the height of the child they are transporting. Only EU-approved height-based child car seats can be used in the UK. These have a label showing a capital 'E' in a circle and 'R129'. These seats must be secured using ISOFIX if available or at a minimum according to the manufacturer's guidelines. The Contracting Body requires that car seats are **High-backed Booster** seats unless agreed by the Contracting Body. Car seats should be clean, regularly inspected for wear and damage, and replaced as necessary.
- v. Children who are not using a child seat must use an adult seat belt without exception.
- vi. When dropping off passengers at their destinations, Drivers must only park where it is safe to do so.
- vii. When dropping off passengers at their destinations passengers should not be permitted to exit the vehicle directly on to a road.

## 9. MINIMUM SERVICE TO BE PROVIDED TO CUSTOMERS

- 8.1 The service users are at the heart of the service to be provided. The provider must meet minimum requirements to ensure a safe, timely journey ensuring that passengers do not experience a stressful journey or become anxious.
  - i. Service users must be offered planned time slots for pick-ups and drop-offs. Arrival at and departure from must be on the designated days and at the specified times in accordance with the Route Schedules. Delays for some Passenger(s) can have extremely serious consequences both for them as an individual and for their Parents/Carers or other Passengers.
  - ii. The routes must be operated on the days stated by the Contracting Body.
  - iii. Drivers and Passenger Assistants must be well presented, dressed appropriately in suitable clothing at all times, courteous and aware of the service users needs.

- iv. The Service Provider shall (allowing for leave and other absences) ensure that the same Driver and Passenger Assistant are assigned to each route ensuring continuity of service for each Passenger particularly for SEN assisted transport to and from schools.
- v. If there is to be a change to either Driver or Passenger Assistant, families should be notified of the nature of the change as soon as is reasonably practicable by the Service Provider. The new Driver and/or Passenger Assistant should be introduced to the service user and Parent/Carers where time allows for this. Where the change is made due to Driver and/or Passenger Assistant sickness, which is only known on the day, the Service Provider should make contact with families before their children's allocated pick-up times so that the names of replacement Driver and/or Passenger Assistant can be shared.
- vi. The Service Provider shall not transport any persons in any vehicle other than those for whom the transport has been arranged unless prior written agreement is obtained from the Authorised Representative of the Contracting Body.
- vii. Drivers must arrive promptly and wait patiently at the point of pick up. Neither the Driver or Passenger Assistant should leave the vehicle, and the Driver is not allowed to sound their horn, so the Passenger(s) and/or Parents/Carers must look out for the vehicle's arrival. The Driver and Passenger Assistant must then wait for audible and/or visible recognition from the Passenger(s) and/or their Parents/Carers.
- viii. It is the responsibility of Parents/Carers to accompany Passengers to and from the vehicle.
- ix. The Service Provider must have a contingency plan for any unavoidable delay which includes a plan to communicate with Parents/Carers or adult service users and to keep the Contracting Body informed.
- x. The Service Provider must have a contingency plan for sickness, ensuring that any replacement Driver has a similar vehicle and knows the route and pick up and drop off times. Where the route has multiple passengers the replacement Driver must know and adhere to the order of pick-ups and drop-offs which are already in place and must follow the same route (this is particularly important for children with special educational needs).
- xi. In the event of short notice school closure, the Service Provider must have adequate transport available to ensure that children are picked up from school and transported home.

## **10. MINIMUM VEHICLE REQUIREMENTS AND VEHICLE ENVIRONMENT**

10.1 The safety and comfort of our passengers is of paramount importance. The Service Provider must meet minimum requirements to ensure a safe and comfortable journey for their passengers:

- i. The Service Provider must ensure throughout the Term of the DPS Agreement that all vehicles are either licensed Private Hire Vehicles, Public Service Vehicles or Hackney Carriages (with or without wheelchair access as required).
- ii. All vehicles must be operated on either a full standard or standard international or restricted operator's licence issued by the Driver and Vehicle Standards Agency (DVSA) or Section 19 permit, as set out in the Transport Act 1985 and in the Transport Act 2008.
- iii. The Service Provider shall ensure that each of its vehicles are at all times maintained in a clean, tidy and in a well ordered condition both inside and outside.

- iv. The Service Provider shall ensure that the windows of the vehicles are functional, kept clean and afford the passengers a good view of the outside environment at all times.
- v. The Service Provider shall ensure that its Drivers and Passenger Assistants understand and take into account that some of the passengers may be particularly sensitive to the internal environment of a vehicle with regard to proximity to other passengers, odour, volume levels etc. e.g. from the Vehicle's or other passenger's radio or other electrical devices.
- vi. In order to ensure comfort and minimise the likelihood of stress for Passengers, the Service Provider shall ensure that its Drivers and Passenger Assistants shall maintain the temperature and ventilation in each vehicle at a level in all weathers which is comfortable for the passengers who are being transported.
- vii. The Service Provider shall ensure that when playing music in a vehicle whilst transporting passengers, that the preferences for the type of music or no music of passengers always take priority over the preferences of the Driver and/or Passenger Assistant.
- viii. The Service Provider shall ensure that any music or other material which is played in any vehicle is always appropriate for the age of the passengers who are being transported and is not played at a volume which may distract the Driver or cause any discomfort to the passengers.
- ix. The Service Provider shall ensure that all of its vehicles carry a clearly marked First Aid Box, which should comply with the Health and Safety (First Aid) Regulations 1990 or equivalent.

## 11. ACCIDENTS, DELAYS, CANCELLATION OR DISRUPTION TO USUAL SERVICE

- 11.1 When accidents, delays or any disruption to service occurs it is of the utmost importance that measures are in place to keep passengers safe and to communicate with the Contracting Body.
- i. In the event of an accident or vehicle breakdown the Driver or Passenger Assistant must ensure this is immediately reported to the Service Provider who must inform the Contracting Body immediately.
  - ii. Assistant is uninjured, and able to provide care, they **must not move** a Passenger after an accident unless there is a further risk from fire or another accident, but instead cover them with something warm.
  - iii. An ambulance must be called in **all cases** of an accident, as many of the Passengers accessing transport may not be able to accurately assess their own injuries, or be able to communicate those injuries, or may go into shock quickly, so please do not move a passenger after an accident unless there is a further risk from fire or another accident
  - iv. All accidents, no matter how minor, must be reported to the Contracting Body, Parents/Carers and Passenger Destination without delay, in case the accident has an effect on the Passenger's physical or emotional well-being.
  - v. The Service Provider must maintain contact with the Contracting Body in order to keep them well informed of the progress of the incident and in particular of any arrangements required in terms of transferring passengers to an alternative vehicle to complete their journey.

- vi. Where transfer to an alternative vehicle is required the Service Provider shall organise this as soon as is reasonably practicable and this will be at the Service Provider's expense.
- vii. The Service Provider shall immediately inform the Contracting Body if it is unable to arrange a replacement vehicle for whatever reason. If the Contracting Body has to assume responsibility for organising replacement vehicle all additional costs incurred in arranging the alternative provision shall be charged to the Service Provider.
- viii. The Service Provider shall provide a written report on the SEND Transport Accident Reporting Form to the organisation offering the route on the same working day of any accident occurring giving details of the accident.
- ix. The Contracting Body retains the right to carry out its own investigation following receipt of the Service Provider's report and may seek the assistance of the Service Provider and its Staff. The Service Provider shall cooperate fully with any investigation.
- x. The Contracting Body shall have discretion to determine whether on any given day the weather or road conditions warrant the cancellation of any one or more of the journeys that forms part of any route. The Contracting Body shall give the service provider as much notice as possible of any such cancellation, setting out clear details of the affected routes, the reason for cancellation, the date or dates during which the cancellation is to take effect and the anticipated date of return to normal arrangements for the affected routes.
- xi. If the Contracting Body decides that Passengers should return home early, then it will endeavour to give the Service Provider at least one hour notice of the required time for the relevant route(s).
- xii. If the usual vehicle, Driver or Passenger Assistant are not available at the earlier time, then the Service Provider may supply a suitable alternative provided that this will be at no additional charge to the Contracting Body.
- xiii. If the Service Provider is unable to provide the Services at the earlier requested time the Contracting Body will make alternative transport arrangements with an alternative provider. The Service Provider shall not be entitled to claim from the Contracting Body payment for any of the Services which the Service Provider was unable to provide.

**12. CONTRACT FAILURE DEFAULT NOTICES**

12.1 The Council expects to work in partnership with the Contractor to resolve any issues or problems with the service. However, due to the importance of this service, the Council reserves the right to issue default notices in the following circumstances.

Item	Notice

Failure to arrive at the first scheduled collection point within 10 minutes of the specified time	Warning letter, and the Council shall be entitled to obtain alternative service provision and charge the cost thereof to the Contractor.
Failure to provide vehicles that do not comply with relevant legislation including Health & Safety and Licensing requirements as set out in these conditions.	Warning letter (and see 21.3)
Failure of drivers or escorts to carry out their duties to the standards required by the Conditions of Contract and Specification. This includes careless or dangerous driving; lack of consideration of children's needs; lack of training to the appropriate first aid skills, drivers inadequately qualified for driving the vehicles, leaving children unattended, drivers and escorts not police checked, smoking when on duty.	Warning letter (and see 21.3)
Failure to provide a substitute vehicle of the required specification in case of breakdown or accident.	The Council shall be entitled to obtain an alternative vehicle, with or without driver and/or escort, and charge all costs to the Contractor.
Failure to arrive at a destination on scheduled time.	If more than four times during any month period – Warning letter.

- 12.2 Upon the issue of a Warning Letter, the Contractor will provide the Collaborating Parties with a written explanation of the reason for the default and the steps to be taken to prevent a recurrence of the default. If more than four Warning Letters are issued during any twelve month period, the Collaborating Parties reserve the right to terminate the contract.
- 12.3 The Collaborating Parties shall be entitled (without prejudice to any right of action accruing or already accrued) to terminate forthwith the Contract without notice if at any time there shall be any serious breach by the Contractor of any of his duties and obligations in relation to the Health and Safety requirements of this Contract when the Health and Safety of children is put or is potentially put in jeopardy.

### 13. ADDED VALUE AND ENVIRONMENTAL REQUIREMENTS

- 13.1 The Public Services (Social Value) Act 2012 allows public authorities to have regard to economic, social and environmental well-being in connection with public services contracts. This means that public bodies must consider how contracting providers for routes might improve the economic, social and environmental well-being of their area.

### 14. CONTRACT PERFORMANCE MONITORING

Activity	Reporting method / timescale
Complete quarterly, or as required, monitoring information for the relevant organisation concerning service activity, outcomes, practice and relevant service development (initially this may be more frequently).	Quarterly reporting to be agreed with the relevant organisation
Produce an Annual contract report and attend an Annual Contract Review Conference.	Report submitted annually at a time specified by the relevant organisation.
Provide any other management information on service provided as requested by the relevant organisation	As requested by the relevant organisation.

### 15. PROVISION OF MONITORING INFORMATION

- 15.1 The Provider shall send monitoring information to:
- 15.2 For **London Borough of Sutton**: [categorymanagement@sutton.gov.uk](mailto:categorymanagement@sutton.gov.uk)
- 15.2 For **Royal Borough of Kingston upon Thames**: [categorymanagement@sutton.gov.uk](mailto:categorymanagement@sutton.gov.uk)
- 15.3 For **Achieving for Children**: [claire.gill@achievingforchildren.org.uk](mailto:claire.gill@achievingforchildren.org.uk)
- 15.4 All information must be sent via secure email or password protected with the password sent by separate email.

### 16. COMMENCEMENT OF CONTRACT

- 16.1 The Provider shall commence the provision of the day to day running of the Service on: 1<sup>st</sup> July 2019

# **Procedure For Children Not Collected From School At The End Of The School Day**

**&**

# **Procedure For ‘Parent Not At Home’ For Children Receiving Home To School Transport**

**November 2011\***

**Section 175 Education Act 2002 places a duty on Local Authorities and Governing Bodies of schools, to make arrangements to ensure that their functions are carried out with a view to safeguarding and promoting the welfare of children. A similar duty is placed on proprietors of independent schools. This duty should include having arrangements for dealing with children not collected at the end of the school day, or following an authorised school activity where the Governing Body or Proprietor retains responsibility for use of the school premises.**

**Approved by LSCB: December 2012**

**\*updated telephone numbers October 2018**



Providing children's services for  
the **Royal Borough of Kingston** and  
the **London Borough of Richmond**

1. Children usually collected from school by a parent/carer, including children with Special Educational Needs

- 1.1 The child will remain at school if they are not collected.
- 1.2 The Head teacher (or other senior teacher with delegated responsibility) should make every possible attempt to contact the parent(s)/carer(s).
- 1.3 If the school fail to get response from parents or emergency contacts, the school should telephone the Single Point of Access (SPA) Team on 020 8547 5008 by 4.15 pm<sup>2</sup> .
- 1.4 The duty social worker will give advice and carry out appropriate checks and make further attempts to contact the parent/carer, although they will normally request that the child remains at school for as long as possible in case the parent/carer arrives late.
- 1.5 If attempts to contact a parent or appropriate carer are unsuccessful, a duty worker will visit the home address, leave a standard letter (Appendix 1) asking them to contact the school before 4:45 p.m. or the Children's Emergency Duty Team (EDT) Duty Social Worker after 5pm and then take the child to a designated place of safety, Guildhall 2). Plans should then be made by the duty worker to arrange a placement for the child. An alert form should be sent to Children's EDT if the situation has not been resolved by 5.00 p.m. providing guidance on what action to take if the parent/carer makes contact.
- 1.6 If an appropriate relative or carer is located from the emergency contact list, he/she will be asked to ensure the child is collected from the school. If there are genuine reasons for the relative or carer being unable to do this, social care staff will liaise with school about arrangements for the child to be collected and taken to the social care offices in Guildhall 2.
- 1.7 When contact is made with the child's parents / carers, they should be informed that Social Care has been contacted and who to contact if the child has been collected by social care duty team.
- 1.8 The exception to this arrangement is Surbiton Hill Nursery, which is based on a school site and has an extended day up to 6.00 pm. In the event that a child has not been collected by 6.30 p.m. the Nursery Manager shall contact the Police and Children's Emergency Duty Team Social Worker to alert them to this fact and that an emergency placement may be needed. The Police and Children's EDT social worker will work together to make emergency care arrangements, ensuring that appropriate messages are left for parents/carers advising that they make contact.
- 1.9 After school clubs, children's centres and nurseries may have their own procedures for uncollected children and these procedures must be first implemented. However, if a child is not collected from one of these establishments these procedures can also be applied.

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<sup>2</sup> After 5.00pm, the Children's Emergency Duty Team should be contacted on 020 8770 5000.



## **2. Children who are transported by Borough Transport (usually children with Special Educational Needs)**

*Children who are transported by Borough Transport include those attending out of borough schools and the ones attending in-borough schools:*

### **2.1 Children who attend Out of Borough Schools**

- 2.1.1 To ensure proper arrangements exist in case of an emergency, the parent is encouraged to provide written details of an alternative responsible local person, known to the child. Details should include full address and telephone number and this information is requested before transport can start. However, some families do not know others they can trust who live locally, and so the absence of this information cannot prevent transport from starting.
- 2.1.2 If Transport calls at the authorised drop-off point and there is no parent/carer available to meet the child, Transport may wait more than 3 minutes at their discretion as long as this does not interfere with the journey time for other children in their care. If there are other children remaining on the vehicle who need to be dropped to their own home addresses, the transport provider will move on to drop these children home, and then attempt another drop-off for this child. If there are no other children on the vehicle needing to be dropped home, the provider will go directly to step 2.1.3.
- 2.1.3 Transport will then leave a standard letter (Appendix 2) at this address explaining that the child has been taken to the emergency address. This letter explains that if no one is available at the alternative address, the child will be taken to the Moor Lane Centre. Transport mobile phone number and office number will be in the letter.
- 2.1.4 Where possible, transport will drop the child off at the alternative address and inform the Commissioning Officer who will note the details of this incident.
- 2.1.5 If there is no one at the emergency address, a further letter (Appendix 2) will be left there informing the person that the child will be taken to the Moor Lane Centre. The Commissioning Officer will contact the Single Point of Access (SPA) Team to inform them that a parent was not at home to receive their child and arrangements for the care of that child at Moor Lane are to be made, and will send SPA & Moor Lane a handover document of the child's details (Appendix 3). SPA or the allocated Social Worker will be required to make the necessary arrangements for someone to care for the child whilst the child is waiting for the parent to collect him/her.
- 2.1.6 If the parent contacts Transport during this process, the child will be returned home by Transport.
- 2.1.7 If there are ongoing incidents where the parent and/or alternative carer is not available, the case will be referred to the appropriate Children Social Care Team.

## **2.2 Children who attend in Borough Schools**

- 2.2.1 If Transport calls at the authorised drop-off point and there is no parent/carer available to meet the child, Transport may wait more than three minutes at their discretion as long as this does not interfere with the journey time for other children in their care.
- 2.2.1.1 If it is gone 4.00pm by the time all the remaining children on the route have been dropped to their home addresses, Transport will follow 2.1.3 onwards, and the child will be taken to the appropriate Children Social Care Team at the Moor Lane Centre.
- 2.2.1.2 If all the remaining children on the route have been dropped to their home addresses before 4.00pm, the transport driver will contact the school to ask if there are still staff members with suitable training available at the school to take on the duty of care for the child outside school hours (given that the child has special educational needs and may also have complex medical needs). If the school has staff members with suitable training available, the child will be returned to them.
- 2.2.2 Transport will leave a standard letter (Appendix 2) at this address explaining that the child will be taken back to school or the Moor Lane Centre. Transport mobile phone number will be on the letter. *(Where the child is normally dropped off to a nominated collection point rather than a home address, and the child does not have permission to travel from the collection point to home without an adult, Transport must then call at the home address to leave the letter.)*
- 2.2.3 If the parent contacts Transport before the child is taken back to school or Moor Lane Centre, the child will be returned home. Transport will inform the school & the Commissioning Officer who will note the details of this incident (Appendix 3).
- 2.2.4 After dropping the child off at school or Moor Lane Centre, Transport will contact the Commissioning Officer who will note the details of the incident (Appendix 3).
- 2.2.5 The same procedure set out in section 1 (for a child usually collected from school by a parent/carer) will then apply in its entirety.
- 2.2.6 If there are ongoing incidents where the parent and/or alternative carer is not available, the case will be referred to the appropriate Children Social Care Team.

**Appendix 1**

***Achieving for Children***

**Providing children’s services for Kingston and Richmond**

My Ref:  
Enquiries to: Safeguarding Duty Officer  
Date:

LBR & RBK Single Point of Access Team (SPA)  
Guildhall 2  
Kingston upon Thames  
Surrey KT1 1EU  
Direct Line: 0208 547 5008

Dear ..... (Parent/Legal Guardian)

<b>Re:</b>	<b>Child Name:</b> _____	<b>School:</b> _____	
	<b>Time now:</b> _____	<b>School Tel No:</b> _____	

has not been collected from school today.

In accordance with the agreed procedure, the following action has been taken:  
***(Delete as applicable)***

1. As both the School and the Duty Social Worker were unable to find a friend/relative to care for....., in your absence ..... has been taken to Guildhall 2, Kingston upon Thames.
2. Having waited several minutes for you to return, ..... has now been taken to the emergency contact that you have previously agreed. If there is no one at this address, ..... will be taken to Guildhall 2, Kingston upon Thames.
3. We tried to drop ..... off to your care as you are the named emergency carer. As you were not in, ..... has been taken to Guildhall 2, Kingston upon Thames.
4. .... has now been taken back to the school.
5. As ..... has not been collected from Surbiton Hill Nursery, the Police and Children’s Emergency Duty Team Social Worker have arranged an emergency foster placement. You should contact the Emergency Duty Team Social Worker on **020 8770 5000** to discuss this further.

**The address and telephone number of** Guildhall 2, Kingston upon Thames, High Street, Kingston KT1 1EU. **Tel: 020 8547 5008**

I would be grateful if you would contact the Duty Social Worker there as soon as possible to arrange for..... to be returned to your care.

Yours sincerely,

**Transport Driver / Safeguarding Duty Social Worker (\*delete as applicable)**

**Appendix 2**

***Achieving for Children***

**Providing children's services for Kingston and Richmond**

My Ref:  
Enquiries to: Safeguarding Duty Officer  
Date:

LBR & RBK Single Point of Access Team (SPA)  
Guildhall 2  
Kingston upon Thames  
Surrey KT1 1EU  
Direct Line: 0208 547 5008

Dear ..... (Parent/Legal Guardian, or Emergency Carer)

Re: **Child Name:** \_\_\_\_\_

**School:** \_\_\_\_\_

**Time now:** \_\_\_\_\_

**School Tel No:** \_\_\_\_\_

We tried to drop off the above child, but no one was available. In accordance with the agreed procedure, the following action has been taken: ***(circle as applicable)***

1. Having waited several minutes for you to return, the above child has now been taken to your nominated emergency contact. If there is no one at this address, the above child will be taken to The Moor Lane Centre\*.
2. We tried to drop the above child off to your care as you are the named emergency carer. As you were not in, the above child has been taken to The Moor Lane Centre\*.

The Moor Lane Centre address/telephone details are:

\* **The Moor Lane Centre**  
**Moor Lane**  
**Chessington**  
**Surrey KT9 2AA**  
**Tel: 020 8547 6523 / 020 8547 6527**

I would be grateful if you would contact the Duty Social Worker there as soon as possible to arrange for this child to be returned to your care.

Yours sincerely,

**Transport Driver / Safeguarding Duty Social Worker (\*delete as applicable)**

**Appendix 3**

**Achieving For Children**

**Parent not at Home (or at Collection Point) Form**

1. Log case with SPA Main Tel: - 020 8547 5008

2. Contact Team for Disabled Children (Moor Lane Centre) Duty Tel : - 020 8547 6523

Incident Date/Time:

<b>Child's Details</b>	
1. Name : <input type="text"/>	2. Date of Birth : <input type="text"/>
3. Address & Postcode :	<input type="text"/> <input type="text"/> <input type="text"/>
4. Home Tel : <input type="text"/>	
5. Mum Mobile : <input type="text"/>	6. Dad Mobile : <input type="text"/>

<b>Emergency Contact Details</b>	<b>Emergency Contact 1</b>	<b>Emergency Contact 2</b>
7. Emergency contact Name :	<input type="text"/>	<input type="text"/>
8. Emergency contact Address & Postcode :	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
9. Emergency contact Home Tel :	<input type="text"/>	<input type="text"/>
10. Emergency contact Mobile Tel :	<input type="text"/>	<input type="text"/>

<b>About the Child's normal transport arrangements</b>	
Transport Provider Name (e.g. Skanska)	
School attended	
Home or collection point drop-off ?	
Normal Drop-off time	

<b>Additional Information</b>
All numbers tried.
Officer Signature: _____ Date: _____

## Appendix 4

### CONTACT TELEPHONE NUMBERS

RBK & LBR Single Point of Access (Safeguarding Team Duty):	<b>020 8547 5008</b>
RBK & LBR Disabled Children's Team Duty (Moor Lane):	020 8547 6523 / 020 8547 6527
RBK & LBR Children's Emergency Duty Team Social Worker:	0208 770 5000
Education Welfare Services:	020 8547 5004
SEN Transport Team:	020 8547 5540 020 8547 6924

Policy Drafted: November 2011

Policy Agreed by LSCB Policy & Procedure Group: December 2011

The policy was taken to LSCB again in December 2012 for review, and no changes were made to the procedure.



## PARENT NOT HOME PROCEDURE

There will be rare occasions when children are not able to be received home due to their parent/carer being delayed. In such cases the driver or passenger assistant must follow the guidance set out below. At all times drivers and/or passenger assistants must ensure the child is kept informed of what is happening and are not caused any undue stress or anxiety.

- All parents / guardians will be notified of the return times and drop off points and must be available to receive their child when s/he returns home.
- No child will be left alone, unless the London Borough of Sutton, or Royal Borough of Kingston upon Thames have previous written authorisation from the parent/carer, have informed the transport provider and that it is judged safe to do so by the driver or passenger assistant.
- If there is nobody at home or at the set-down point to receive the child transport will wait for five minutes.
- If after this time there is still nobody to receive the child then the driver or passenger assistant must put a note through the parents'/carer's door telling them that you will be returning with the child at the end of the route.
- If when transport return to the child's home, there is still no one at home, the driver or passenger assistant must contact the Local Authority Transport Officer to obtain the name and address of any responsible adult who has been identified in advance by the parent who can take care of the child.
- If there is no alternative address or the alternative address cannot be used, the Transport Officer will advise you where the child should be taken. This may be a care centre, respite centre or similar address.
- A note must be left to inform the parent where their child is being taken.
- Driver and/or Passenger Assistant duties do not end until the last child has been delivered home or to the place notified by the London Borough of Sutton or Royal Borough of Kingston upon Thames if the parent/carer are not home; on no account should this duty be delegated to any other person.
- Children must not be left unattended at any time. Do not take any risks as the consequences could be very serious. If in doubt contact the relevant council or the School, or in an emergency ask the Police to help.



## Relevant Legislation

- i. Children Act 1989
- ii. Children Act 2004
- iii. Children and Families Act 2014
- iv. The Care Act 2015
- v. Equality Act 2010
- vi. National Minimum Wage Act 1998
- vii. Human Rights Act 1998
- viii. The Gender Recognition Act 2004
- ix. Sex Discrimination Act 1975 as amended
- x. Disability Discrimination Act 2005
- xi. Employment Equality (Age) Regulations 2006
- xii. Health and Safety at Work Act 1974
- xiii. Relevant Transport for London Taxi and Private Hire Regulations as set out <https://www.tfl.gov.uk/corporate/publications-and-reports/taxi-and-private-hire?intcmp=3162>

**N.B:** This list is not exhaustive.

# Driver and Passenger Assistant Behaviour Code of Conduct

## DO:

**DO** report all health & safety issues without delay to the school and the Contracting Body.

**DO** inspect your vehicle daily before commencing a route.

**DO** keep passengers safe and protect them from harm.

**DO** look after yourself and your passengers.

**DO** report any concerns of inappropriate passenger attention.

**DO** treat **everyone** with respect.

**DO** provide a positive example you wish others to follow.

**DO** have another appropriate adult in attendance whenever directed to by the Contracting Body.

**DO** dress appropriately in suitable clothing at all times.

**DO** respect people's right to personal privacy.

**DO** create an environment in the vehicle where people feel comfortable and are confident in pointing out attitudes and behaviours they don't like.

**DO** communicate with passengers and passenger assistants in a way that all can understand.

**DO** allow passengers choice over the use and volume of any radio or other audio device.

**DO** report and challenge all inappropriate and/or abusive activities, such as ridicule or bullying.

**DO** report any gifts you receive in accordance with Contracting Body policy & ensure they are not of significant value or intention.

**DO** follow procedures for reporting all allegations of a safeguarding nature.

**DO** record all incidents in your diary for future reference.

**DO** familiarise yourself with and keep to this code at all times

## DO NOT:

**DO NOT** use your position to gain access to information for your own advantage or another's detriment.

**DO NOT** intimidate, threaten, coerce or undermine anyone.

**DO NOT** engage in any sexual activity or inappropriate behaviour.

**DO NOT** make suggestive remarks or gestures, tell jokes of a sexual nature or engage in inappropriate verbal banter.

**DO NOT** play games or have physical contact that are inappropriate.

**DO NOT** offer gifts (including food) to passengers without first gaining permission.

**DO NOT** attempt to contact any passenger directly, either by phone or text.

**DO NOT** believe that an allegation could not be made against you, **it could**.

**DO NOT** jump to conclusions about people's behaviour without checking facts.

**DO NOT** investigate any allegations by yourself.

**DO NOT** create a personal relationship with a passenger where one does not already exist.

**DO NOT** give **any** personal details about yourself or others to a passenger.

**DO NOT** allow any passenger to access any of your personal accounts on social networking sites.

**DO NOT** rely on your good name to protect you - it may not be enough.

**DO NOT** smoke on, or immediately prior to or during, the journey when transporting passengers.

**DO NOT** use mobile phones or other devices during the journey unless it is directly related to the provision of the service.

**DO NOT** consume food or drink during the journey when transporting passengers.

**Remember: someone may misinterpret your actions, however well intentioned. Ask yourself are my actions fair, reasonable, warranted, proportionate, measured, safe and applied equally? If in doubt contact the Contracting Body who will seek advice and give appropriate guidance**

## DEFINITIONS

Contracting Body	A Contracting Authority identified in the contract notice as a potential purchaser of Services under this Framework Agreement.
Default Schedule	Refers to the criteria that will lead to default and possible suspension or termination from the framework
Drivers	Adults with required licence for vehicle type responsible for driving vehicle on specified route
Dynamic Purchasing System (DPS)	An electronic procurement system that can be established to purchase goods and services allowing suppliers to apply at any time once the DPS is 'live' or enabled.
Establishment	The destination for the outward journey e.g. School, hospital, respite care provider
Journey	The pick up and drop off points and times for the journey will be detailed in the notification of the route
Parents/Carers	The parents or carers responsible for the passengers
Passenger Assistants	Adults with required training who assist passengers on and off of the vehicle and ensure passengers are safe and given any required medical treatment
Passengers	Vulnerable Adults, Children or Young People for whom transport is provided
Route Schedules	Schedule stating time and place of pick up and drop off
Service Provider	The company responsible for providing the service with whom the contract is made
Service Users	Vulnerable Adults, Children or Young People for whom transport is provided
Services	Journeys provided to Vulnerable Adults, Children or Young People
Staff	Any employee of the service provider
Term of the Framework Agreement	1st August 2015 to 31st July 2019
The Agreement	Refers to the framework agreement
Vehicle	Any vehicle licensed to carry the appropriate amount of passengers including wheelchair users where required
WOTRS standards	Standards for wheelchair tie-down and occupant restraint system