



Service Specification

Open Framework for Provision of Client Assisted Passenger Transport Services

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Surrey County Council Open Framework
Client Assisted Passenger Transport Services -
Service Specification

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1. Introduction

- 1.1. Surrey County Council (SCC), is looking to commission a wide range of providers to become part of their Open Framework to provide Client Assisted Passenger Transport Service for vulnerable children and adults.
- 1.2. The Council has partnered with Access UK Limited to use their *adam* / S.Proc.net web-based digital platform to procure Assisted Passenger Transport Services.
- 1.3. The Council faces multiple challenges in this area, including the need to improve the standard of service provided on these contracts, reduce the overall spend on transport, increase the efficiency of the services provided, enhance value for money for Council taxpayers and be mindful of the environmental issues relating to these services.
- 1.4. The Education and Inspection Act 2006 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 different statutory criteria including distance from school or college, their special educational needs, on medical grounds and occasionally for other exceptional circumstances, to and from school or other educational establishment both within and outside the Boroughs. In some cases, ad-hoc transport assistance may be provided to respite/short break provision and contact centres.
- 1.5. Transport is provided for vulnerable adults, including those with learning disabilities and/or physical disabilities to and from community support services, respite centres and other provision both within and outside the Boroughs.
- 1.6. The duration of the Open Framework is for a period of 4 years with an option to extend for a further period of 2 years + 2 years following this. The Open Framework is to be tendered for the following Lots, which have specific vehicle categories within them:

Lot 1 –Standard Transport Services

- Type of work to be awarded – All types of vehicles as required per the list of “Scope of Passenger Transport Services” (Section 3) to be commissioned from Saloon cars up to large coaches of 90 seats.

Lot 2 – Enhanced Needs Transport Services

- Type of work to be awarded – All types of vehicles as required per the list of “Scope of Passenger Transport Services” (Section 3) to be commissioned from Saloon cars up to large coaches of 90 seats.
 - Routes carrying children with particularly complex special educational or behavioural needs including disabilities

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- Routes into specialist SEN Schools with challenging requirements
 - All or the majority of transport into a school
 - Entire specified geographical areas
 - An enhanced level of customer service due to special school or parental need
- The Councils have identified that there is a need for an enhanced level of specialist knowledge, experience and business operation in order to qualify to bid for Lot 2 work.

Lot 3 – Complex (Health) Transport Services

- Type of work to be awarded - All types of vehicles as required per the list of “Scope of Passenger Transport Services” (Section 3) to be commissioned.
 - Clients that require basic health interventions and assistance including epilepsy, diabetes and other health needs that may necessitate the administration of medication and application of a care plan. These services may require additional training and insurance requirements
 - Clients that have complex health needs that will require support in regulated activity from a Provider that has the appropriate CQC Registration

1.7. As part of this service, Providers are expected to operate a high-level care service that caters for all the needs of the passengers and meets all current and future requirements of the contract and all relevant legislation. They will need to be able to supply appropriate, responsible, client- focused staff for all passengers, especially those with challenging needs. Providers will also need to demonstrate that they can manage their staff’s professional conduct to ensure that they, as individuals, understand and meet the service standards and that there are formalised processes in place to ensure improvement if they are not.

1.8. We are looking for Providers who will treat the Council, schools, parents/carers and the passengers as customers. They should be open and honest in their communication with the council at operational and management levels. The Council expects to be informed of any service delays, accidents, issues or changes to the contract requirements. Providers must also be able to effectively manage the performance of the contract at a strategic level, as well as analyse the current provision to ensure effective and innovative solutions. They will need to supply suitable vehicles dependent on the contract needs and there should also be strong contingency plans and arrangements in place to minimise interruptions in service due to unforeseen events such as breakdowns or sickness.

2. SCC Surrey School Travel & Assessment Team

2.1. The Surrey School Travel & Assessment Team (SSTAT) commissions the majority of transport bookings on behalf of the council’s departmental services. The SSTAT operates during the core hours of 07:30 hrs and 17.30 hrs Monday to Friday during term time, and most of the journeys are completed during these times.

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- 2.2. The SSTAT is the main coordinator for the council's passenger transport requirements. The vast majority of these services relate to Home to School Travel Assistance. The SSTAT is responsible for route optimisation, commissioning, performance management, compliance with safeguarding requirements and inspection of services to ensure Providers comply with this service specification.
- 2.3. Using journey planning software (Mobisoft Travel Centre), staff within the SSTAT coordinate transport to make the best use of resources and provide an efficient, economic and personalised service.

3. Current Scope of Passenger Transport services commissioned:

- 3.1. Embedding Surrey's current Travel Assistance Policy, its objective is to deliver a statutory, compliant Home to School service that enables children and young people to arrive safely and on time at school, promotes independence and inclusion and contains costs.
 - a) Home to school transport for mainstream pupils
The SSTAT arranges transport for around 4,600 mainstream pupils who are entitled to travel assistance. This will include journeys to primary, secondary and further education establishments across Surrey.
 - b) Home to school transport for Special Educational Needs (SEN) pupils
The SSTAT arranges transport for around 5,300 pupils with special educational needs to enable them to attend mainstream and SEN schools and colleges, both in Surrey and, in some instances, outside of Surrey.
 - c) These educational establishments provide education for pupils with a wide range of needs from physical disability, challenging behaviour, autism through to hearing and language impairment.
 - d) The SSTAT requires a range of vehicles to suit these often very complex needs. In some instances, the SSTAT will request an adult to travel with a pupil. These passenger assistants will have an appropriate level of training and will be responsible for the pupils whilst they are travelling to and from school.
 - e) Adult services transport requirements
The SSTAT may also organise planned transport to and from adult day centres, which take place on a regular basis. Transport is also organised for a range of journeys for vulnerable adults, including those with learning disabilities and/or physical disabilities. These trips can be any day of the week including weekends and evenings. Some of the trips are one offs, whilst others may take place for several weeks. The trips also vary in journey length and, whilst the majority are within Surrey, there is also a requirement in some instances to provide longer journeys out of Surrey.
 - f) Temporary contracts for children and adults such as looked after children, children in need and travel to respite care.
 - g) Short notice work for Adult and Children's Services, SEN and mainstream pupils.

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- h) Other general transportation services required by SCC.
- i) Emerging work through the Health Service and other agencies.

3.2. List of vehicles to be commissioned:

Lot 1 Standard Transport - Coach (16+ seats) - PSVAR out of scope
Lot 1 Standard Transport - Coach (16+ seats) PSVAR compliant
Lot 1 Standard Transport - Coach (16+ seats) PSVAR compliant with PA
Lot 1 Standard Transport - Coach (16+ seats) with PA - PSVAR out of scope
Lot 1 Standard Transport - Minibus (9-16 passenger seats)
Lot 1 Standard Transport - Minibus (9-16 passenger seats) with PA
Lot 1 Standard Transport - Minibus Wheelchair Accessible
Lot 1 Standard Transport - Minibus Wheelchair Accessible with PA
Lot 1 Standard Transport - Taxi/MPV (1-8 passenger seats)
Lot 1 Standard Transport - Taxi/MPV (1-8 passenger seats) Wheelchair Accessible
Lot 1 Standard Transport - Taxi/MPV (1-8 passenger seats) Wheelchair Accessible with PA
Lot 1 Standard Transport - Taxi/MPV (1-8 passenger seats) with PA
Lot 2 Enhanced Needs Transport - Coach (16+ passenger seats) - PSVAR out of scope
Lot 2 Enhanced Needs Transport - Coach (16+ passenger seats) PSVAR compliant
Lot 2 Enhanced Needs Transport - Coach (16+ passenger seats) PSVAR compliant with PA
Lot 2 Enhanced Needs Transport - Coach (16+ passenger seats) with PA - PSVAR out of scope
Lot 2 Enhanced Needs Transport - Minibus (9-16 passenger seats)
Lot 2 Enhanced Needs Transport - Minibus (9-16 passenger seats) PA
Lot 2 Enhanced Needs Transport - Minibus Wheelchair Accessible
Lot 2 Enhanced Needs Transport - Minibus Wheelchair Accessible with PA
Lot 2 Enhanced Needs Transport - Taxi/MPV (1-8 passenger seats)
Lot 2 Enhanced Needs Transport - Taxi/MPV (1-8 passenger seats) Wheelchair Accessible
Lot 2 Enhanced Needs Transport - Taxi/MPV (1-8 passenger seats) Wheelchair Accessible with PA
Lot 2 Enhanced Needs Transport - Taxi/MPV (1-8 passenger seats) with PA
Lot 3 Complex (Health) Transport - Minibus
Lot 3 Complex (Health) Transport - Minibus Wheelchair Accessible
Lot 3 Complex (Health) Transport - Minibus Wheelchair Accessible with PA
Lot 3 Complex (Health) Transport - Minibus with PA
Lot 3 Complex (Health) Transport - Taxi/MPV
Lot 3 Complex (Health) Transport - Taxi/MPV Wheelchair Accessible
Lot 3 Complex (Health) Transport - Taxi/MPV Wheelchair Accessible with PA
Lot 3 Complex (Health) Transport - Taxi/MPV with PA

4. Service Outcomes

- 4.1. The aim of the service is primarily to provide transport to clients (school children, Special Educational needs school children, vulnerable adults, looked after children) who are eligible in accordance with Council policy. Requirements may include other clients.
- 4.2. Journeys will be as instructed by the Council and, on some journeys, a minimum of two staff should be provided (a driver and a passenger assistant).
- 4.3. The commissioned service should deliver a cost-effective service which demonstrates positive outcomes for service clients.

Children: Children get to school, safely, on time and ready to learn.

Adults: Are collected at the agreed time and arrive at their destination safely, on time and in a calm state.

All journeys: Affordable and sustainable travel

For Children the service must meet the following outcomes:

- 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

For Adults the journey must meet the following outcomes:

- Adult service clients arrive at their destination or appointments on time
- Adult service clients travel safely
- Adult service clients 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

5. Key Objectives

- 5.1. The objective of the Service is to provide a safe, reliable and timely transport for service clients. Transport requirements are subject to 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.

- **Quality** – Client-centred service delivered in a safe, professional and effective manner by trained staff in clean,

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comfortable vehicles. Ensuring promptness of pick up and drop off is a high priority.

- **Flexibility and Responsiveness** – Service must provide flexibility to respond to changing needs, for example new locations, ad hoc requests, flexible times for pickup and drop off including evenings and weekends. There will also be a need for some specialist vehicle equipment and/or driver and passenger assistant training to ensure particular client requirements are met.
- **Communication and Performance Information** – We expect open, honest and regular communication on service issues by Providers. The Council also welcome discussions with Providers on flexible and innovative approaches to service delivery.
- **Value for Money** – Service must be affordable and provide value for money.
- **Green** – Service must take action to reduce the carbon footprint of journeys wherever possible and minimise other environmental impacts such as waste reduction and energy use. There should be particular focus on emissions reduction from transportation.
- **Innovation and use of Information Technology** – Service must be innovative in its approach using best practice to respond to future needs, for example GPS vehicle tracking software.
- **Council Values and the Surrey Way** – Service must ensure that the Council published values and residents' rights are upheld, 'The Surrey Way' - [Our strategic and financial framework - Surrey County Council](#) (also including any revision, update or replacement). Which focuses on:
 - **Our guiding principle: No one left behind**
 - Our priority objectives:
 - Growing a sustainable local economy so everyone can benefit
 - Tackling health inequality
 - Enabling a greener future
 - Empowered and thriving communities

5.2. The Council will supply to the Providers on *adam* / SProc.net redacted route schedules (which are subject to frequent change) within Requirements, including such information as post codes and special needs. The Providers will then bid on the Requirement to supply a suitable vehicle for each route, to suit these sometimes-complex needs. In some instances, the Council will request that an adult travel with a pupil, called a passenger assistant, who has the appropriate training and is responsible for pupils whilst they are travelling to school.

5.3. The Provider must be able to show initiative and flexibility in order to fulfil the

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transport needs of the various Council establishments (schools, day centres, etc.), in both their route scheduling and operational systems.

- 5.4. The Provider will be the first point of contact for operational issues with the establishment, whilst maintaining management level contact with the Council regarding service delivery.
- 5.5. The Council has a responsibility to ensure that the routes / vehicles are used to full capacity and deliver best value. On occasions there will likely be a need to add a service client on to an existing route or remove a service client from an existing route due to changes in their school placements.
- 5.6. Where there is a need to add or remove a service client the Council reserves the right to review the route to ensure that is delivering best value, and it is wholly at the Council's discretion whether the route should be put back out to the market.
- 5.7. Where the Council decides that the amended route should remain with the Service Provider, the cost the Council will pay for the additional client(s) or deduct for the removal of client (s), will be based on the increase, or decrease, in the **daily total mileage for the route, as generated by Mobisoft software.**
- 5.8. The mileage rate to be applied per vehicle type is shown in the table below (which may be revised or amended at the Council's discretion):

Vehicle Type	Adjusted Daily Mileage - Price added/reduced per mile		
	0 – 19.99 miles	Each mile over 20 miles (up to 39.99 miles)	Each mile over 40 miles (up to 59.99 miles)
Saloon/MPV (up to 8 seats)	£2.50	£2.00	£1.50
W/C accessible (up to 8 seats)	£3.00	£2.50	£2.00
Minibus	£4.00	£3.50	£3.00
W/C accessible minibus	£4.00	£3.50	£3.00

The same methodology will apply to the calculation of cost reductions for the removal of clients from a route.

- 5.9. The Service Provider is under no obligation to accept the amendment request permanently. Should the Service Provider reject /not accept the amendment, then they can give notice to terminate the route. The route cost will revert to the amended cost including the additional/reduced mileage rate for the duration of the notice period. The route will then be redistributed to the market and the Service Agreement ended once a new Provider is identified and awarded the route.
- 5.10. In some situations, the amended route may not provide the SSTAT with the ability to deliver best value for the route, in which case the route will be

terminated and retendered at the SSTAT's discretion.

6. The Provider's Responsibilities

6.1. General

- 6.1.1. To provide a staffed telephone link (not an answering machine / service) between 07.30 hours and 17.30 hours on any day that the contract operates. This is to allow effective communication of issues relation to the contract, particularly those of an urgent nature.
- 6.1.2. An out-of-hours number must be provided to ensure urgent communication, such as the need to book transport in the event of an emergency outside of core hours
- 6.1.3. To ensure that, where applicable, your Contract Personnel meet the current and all future requirements of any appropriate Licensing Authority and The Road Safety Act 2006
- 6.1.4. For commercial transport Operators - Licenses are required to be obtained from the relevant authority for any vehicle with a driver where commercial benefit is obtained. The Council reserves the right to decline the use of any licences that are not from the local region (for PSV Operator Licences) or within Surrey or bordering Licensing Authorities (for Private Hire or Hackney Carriage Licences) at their discretion. The Council will make regular checks of Licensing documentation. These three licences must be issued by the same Licensing Authority. The licenses are:
 - a) An operator's licence
 - b) A vehicle licence
 - c) A driver's licence
- 6.1.5. For Community Transport Providers - Where the provision of the Services require compliance with Sections 19 and 22 Transport Act 1985, the Service Provider shall obtain, maintain, and renew all the consents and Section 19/22 permits required under Sections 19 and 22 of the Transport Act 1985. The Service Provider shall be solely responsible for ensuring compliance with all applicable laws and regulations in relation to the acquisition of Section 19/22 permits. The Service Provider shall provide the Council with evidence of all the necessary information and documentation provided to the relevant authorities by the Service Provider to facilitate the application for and the renewal of the Section 19/22 permits and all the information and documentation provided to the relevant authorities to demonstrate compliance checks or audits
- 6.1.6. For Lot 3 – Regulated Activities under the Health and Social Care Act 2008 the Provider must be registered with the Care Quality Commission (CQC). The registration certificate must be provided and the Council will make regular checks on the registration. Where the provision of the Services require the Service Provider shall obtain, maintain, and renew all the consents for CQC registration. The Service Provider shall be

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solely responsible for ensuring compliance with all applicable laws and regulations in relation to the acquisition of CQC registration.

- 6.1.7. To comply with all relevant current and future legislation, national standards and evidence base set out within this Service Specification and required in the provision of this service and in the performance of their obligations under this contract
- 6.1.8. To ensure compliance with the Surrey Safeguarding Children Partnership: <https://www.surreyscp.org.uk/> and Surrey Safeguarding Adults Board <https://www.surreysab.org.uk/>
- 6.1.9. To ensure that the Provider and all staff are aware of and will comply with the SSTAT Equipment Policy, SSTAT Suitability Policy and SSTAT Vehicle Categories.
- 6.1.10. To ensure that all bids on any Requirement / tender are accurate, sustainable and understand they are binding at the point of submission.
- 6.1.11. To ensure that all Contract Personnel are aware of, understand and comply with, the requirements of the “Code of Conduct for Drivers and Passenger Assistants”, including any revisions or amendments made or any replacement document by the Council. Each Contract Personnel must be supplied with his/her own personal copy and the Provider must ensure their understanding of its requirements.
- 6.1.12. To ensure that all contractual and client data is appropriately processed and protected as per their contractual obligations. Any communications that process any personal client data between the Provider and their Contract Personnel is appropriately protected and / or encrypted.
- 6.1.13. To ensure that an appropriate nominated person of the Provider attend any training or mandatory sessions as organised by the Council (with associated training costs borne by the Provider).
- 6.1.14. To ensure that there are appropriate introductions are given to the parent / family within 5 working days of having been awarded the Call-Off contract (route). This should include basic contact information and a point of contact. Families must be provided with approximate collection and drop off times prior to the start of the Call-Off Contract (route).
- 6.1.15. For Lots 2 & 3 - To undertake recorded ‘introductions’ with all parents / family prior to starting the Call-Off Contract (route). This should be used to check and gather information regarding the clients needs and possible techniques to manage needs / behaviours so as to ensure as comfortable a journey as possible. This information must be available and passed on to any Contract Personnel that are placed in contact with the clients. This discussion should also be used to ensure that contact details are accurate and to pass on details of the transport including times and the names of the Contract Personnel. In some instances, it may be necessary to arrange for the Contract Personnel to introduce themselves to the client and parents/guardians prior to transport to ensure the most

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comfortable experience for the client.

- 6.1.16. To ensure that full and appropriate records are kept of every journey that is undertaken as part of this contract including the time, date, Contract Personnel and Contract Vehicle utilised on the journey. The Provider should also keep a record of every client on these journeys and feedback absence to the Council.
- 6.1.17. To provide for examination, within a reasonable time, any documentation requested by the Council relating to a vehicle or driver, including any PSV Operator's Licence and/or the driver's licence or PSV licence of any driver engaged in driving a contract vehicle
- 6.1.18. To allow access to Contract Vehicles by Authorised Council officers on any part of the contracted route or at the Contract Vehicles' base or destination
- 6.1.19. To inform the Surrey County Council immediately (within 2 hours) using the Operator Phone Line of any accident or incident (no matter how minor) in which the contract vehicle is involved when performing duties under the contract. A full written report must follow, within 48 hours of the accident or incident, to the Council, using the relevant report template (or any revised templates issued at a later date)
- 6.1.20. To ensure that Contract Personnel record any situations and/or issues that give cause for concern and report them to the Provider so that they can then be communicated on to the Council and to the school or other establishment
- 6.1.21. To ensure that the vehicle (and/or the driver) is equipped with mobile communication and the means to charge or power the device / system. Particular attention is drawn to the legislation concerning the use of mobile phones in motor vehicles which prohibits the use of mobile telephones without "hands-free" operation
- 6.1.22. To ensure that Contract Personnel have access to a list of telephone numbers whilst working on the contract of the contacts to be notified in the case of an emergency or break- down
- 6.1.23. To strictly adhere to the times and relevant dates notified to you by the Council for the collection and setting down of the clients
- 6.1.24. To ensure that any delays or potential delays are communicated as soon as possible to the school or parent/carer/guardian
- 6.1.25. To inform the Council immediately if there is a likely delay of 15 minutes or more in reaching a destination
- 6.1.26. The Provider is responsible for ensuring the correct days of transport operation. To obtain details from each school/establishment of the dates and times they will be open. To regularly check on the Council website for any variations to school start and finish times, particularly at the beginning and end of each term; and you will be expected to service these times. There will be no entitlement to payment for any journeys made on other dates or at other times or for routes other than the one

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prescribed by the Council

- 6.1.27. To have in place suitable arrangements to ensure that, in the event of a vehicle breakdown, alternative transport will be arranged promptly, taking no more than 60 minutes to arrive. You must inform the Council immediately of any such delay
- 6.1.28. To provide within a reasonable time, when requested by the Council, written details of the daily mileages undertaken on any route specified in the contract
- 6.1.29. To not transfer or assign directly or indirectly, to any person or other organisation whatsoever, the benefit or any part of the benefit of the contract, without the written consent of the Council.
- 6.1.30. To ensure that assistance dogs are transported where required
- 6.1.31. To advise the Council immediately of any changes in the route (temporary or permanent), for example pick up timings, order of pick-ups or clients leaving. Changes in the route (temporary or permanent), for example pick up timings, order of pick-ups, etc. should be communicated with the SSTAT as soon as possible to manage service expectations and complaints.
- 6.1.32. To ensure that business continuity is maintained for services within this contract. To achieve this, you must develop and regularly review an appropriate business continuity plan
- 6.1.33. The business continuity plan should address all foreseeable circumstances that would affect the daily operation of the provision of the service. Examples of such circumstances could include, but are not limited to:
- a) Failures of equipment, services and staffing
 - b) A natural disaster such as severe weather conditions and any disruption caused
 - c) Disruption to the local and/or national power supply
 - a) Disruption to the transport infrastructure for whatever including fuel shortages or major accidents
 - b) Any major enemy or terrorist attack on the country that creates a large number of casualties, or the threat of such an attack
 - c) Any actual or potential industrial action, including strike action
- 6.1.34. To make this information available to the Council, along with any details of actions to be taken, both immediately and thereafter regularly as time passes, until normal circumstances are restored
- 6.1.35. To ensure the use of any systems / portals / apps as per the requirements of the contract and any future updates.
- 6.1.36. To consider and mitigate environmental concerns and, where possible, use current technologies (such as low-emission models, hybrid vehicles, electric vehicles, automatic stop/start, speed limiters, lean-burn engines, green-optimised models) to assist in the reduction of the carbon footprint where they are commercially available and financially viable

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- 6.1.37. To ensure that vehicle health is appropriately maintained to be kept efficient and to increase vehicle lifespan.
- 6.1.38. To enable the Council to ensure that routes are optimised, inform the Council of any potential route improvements or other efficiency options that could be made to support service delivery to ensure positive environmental outcomes.
- 6.1.39. To monitor and record emissions / vehicle type, fuel type and mileage data on a quarterly basis in a format designated by the Council or use mechanisms or technology determined by the Council to track and collect this information automatically.
- 6.1.40. Continue to, over time, make efforts to reduce emissions (and other relevant environmental impacts) over the lifetime of the service delivery in line with Government requirements and Council targets.

6.2. Contract Personnel

- 6.2.1. The Provider is responsible for managing the performance of all members of staff engaged in the delivery of services as defined in this Service Specification.
- 6.2.2. To ensure that all Contract Personnel have the entitlement to work in the UK and maintain appropriate records
- 6.2.3. To ensure that any Contract Personnel involved in the provision of this service have been hired according to SCC's Safer Staffing recruitment procedure: [Safer Recruitment and Recruitment and Selection Policies - Surrey County Council](#) (or other Council equivalent); The Provider will be required to confirm that as a minimum they have records including:
- a) Completion of an application form
 - b) Collected at least two references, ideally one from their current or last employer and a personal reference (these must be collected by the Provider, not by the applicant).
 - c) Have a documented face to face interview with the applicant
 - d) Have a record of the 5 year employment history for the applicant at the point of recruitment (can be included in the application form)
- 6.2.4. To ensure that all personnel who are to be placed in contact with clients meet the following requirements:
- a) Be a competent and reliable person
 - b) Must be in possession of a valid Council Authorised Identification Badge to ensure that they have a current enhanced Disclosure Barring Service (DBS) check in accordance with the Protection of Children Act 1999 Safeguarding Vulnerable Groups Act 2006, Part 5 of the Protection of Freedom Act 2012 and/or Protection of Vulnerable Adults Scheme. The driver or passenger assistant must be in possession of the Council Authorised Identification Badge before being allowed to commence work on this contract
 - c) Be properly and appropriately licensed
 - d) Be properly and appropriately trained for the role
- 6.2.5. To ensure that any driver or passenger assistant who has not been

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checked and cleared by the Council will not be employed on any transport contract

- 6.2.6. Following any government reviews of the Disclosure and Barring Service, or should a new safeguarding authority or organisation be introduced, then all personnel will have to satisfy all checks or processes that may be introduced before commencing work on this contract
- 6.2.7. Owing to the nature of the services, the Contract Personnel are exempt from the application of Section 4 (2) of the Rehabilitation of Offenders Act 1974 by virtue of the Rehabilitation of Offenders Exception Act 1974 (Exceptions) Order 1975. You must ensure all personnel engaged in the provision of the services provide information in accordance with this Act and Order, in relation to convictions which would otherwise be spent under the provisions of the said Act
- 6.2.8. The Provider must ensure that there is an appropriate process to address poor performance from any staff member including Performance Improvement Plans (PIP) and formal disciplinary procedures.
- 6.2.9. The Provider must ensure that there is a process for ongoing management and updating of all staff members, which may include Appraisals, 1:1s, Performance Conversations or group training and discussions.
- 6.2.10. To ensure that any driver or passenger assistant is fit and able to carry out their duties safely, without risk of harm to themselves or to clients.
- 6.2.11. To ensure that all Contract Personnel understand their responsibilities when processing, sending or receiving clients personal data.
- 6.2.12. To remind Contract Personnel at the start of each school term of the procedures that ensure the health, safety and welfare of clients, particularly:
- a) The action to be taken in an emergency/break-down situation
 - b) The contractual obligation to prevent any client from operating the vehicle doors
 - d) The emergency procedures relating to the safe carriage of clients on the contract vehicle
 - e) Ensuring that the Contract Personnel are familiar with the needs of the client
- 6.2.13. The Provider should use a maximum of three drivers or passenger assistants only on any one route in any academic term and ensure that all journeys carried out under this contract are undertaken with courtesy, consideration and care.
- 6.2.14. To immediately remove any named driver or passenger assistant notified by an Authorised Officer of the Council as being either under investigation by, or unacceptable to, the Council. Any such driver or passenger assistant must not be used to provide any service to the Council until authorised by an Authorised Officer of the Council.
- 6.2.15. To ensure that all personnel comply with all Road Traffic Act Regulations and any other laws applying to the operation of this service
- 6.2.16. To ensure that appropriate training is given to all your personnel, including induction

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for any new personnel. This should include, but is not limited to:

- a) Induction training - Familiarising the driver or passenger assistant with your company's procedures, policies and the school route
- b) Familiarising any new driver or passenger assistant with the appropriate Code of Conduct
- c) Regular updates / re-training for personnel at least every three years
- d) Appropriate safeguarding and disability awareness training for all Contract Personnel as confirmed by the Council
- e) First Aid training (for passenger assistants) - to provide certification from a one-day (usually around 4 hours) classroom-based first aid training which should cover essential skills and knowledge to handle emergencies during transportation, ensuring the safety and well-being of clients.
- f) Ensuring all Contract Personnel are aware of all emergency procedures relating to the safe carriage of clients on the contract vehicle
- g) Ensuring all Contract Personnel are aware of all procedures relating to the safe use of any equipment necessary to the contract

6.2.17. In addition, when required to do so, service providers must make the necessary arrangements to allow Contract Personnel to attend appropriate training sessions organised by the Council (with associated training costs borne by the Provider), which will enable them to carry out their duties at the highest level with regard to the health, safety and welfare of their clients

6.2.18. To be familiar with all legislative requirements regarding the safe operation of all the equipment provided for the comfort and safety of the clients, and to be responsible for compliance with those legislative requirements

6.2.19. At all times, to take all proper precautions to ensure the safety of the clients and observe and comply with the requirements of the Road Traffic Act 1988 or any amendments to, or replacement of, that Act that come into force relating to road traffic

6.2.20. To ensure that the "Code of Conduct for Drivers and Passenger Assistants" is adhered to, at all times; including any revisions or amendments made to these documents or any replacement document that may be issued by the Council.

6.2.21. To ban all Contract Personnel from smoking or vaping, whilst providing the service. Smoking and vaping is strictly prohibited on all vehicles used for delivering clients under this contract. The vehicle (regardless of its size) is a designated place of work under the 2007 legislation. To smoke, or permit others to smoke, is an offence.

6.2.22. To ensure all Contract Personnel are reasonably attired and prominently display the Council Authorised Identification badge at all times whilst on duty

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- 6.2.23. To ensure that Contract Personnel take all reasonable steps to ensure the safety of clients aboard the contract vehicle whilst in transit and whilst boarding or alighting from the vehicle.
- 6.2.24. To ensure that Contract Personnel are able to give clear verbal instruction to all clients in English. In some cases, it may be necessary to supply personnel who are able to speak another specified language should the need of the client dictate. In some cases language requirements may be dependant on the communication needs of the clients.
- 6.2.25. To ensure that Contract Personnel have an ability to communicate well with the clients. In the event of an emergency this may be crucial
- 6.2.26. To ensure that Contract Personnel attend training courses as requested and/or when organised, either by the Council or the Provider
- 6.2.27. To ensure that Contract Personnel should wear high-visibility clothing whilst on duty outside the vehicle for their own safety
- 6.2.28. To ensure that Contract Personnel are not related to any of the clients or any of the other personnel travelling on the service
- 6.2.29. To ensure that Contract Personnel should avoid collecting clients from the house, in accordance with the Code of Conduct. Parents/carers are expected to bring clients to the vehicle or to the designated pick-up point. If there are any concerns that this is not taking place or is an issue it must be raised with the SSTAT.
- 6.2.30. To ensure that Contract Personnel report any behavioural problems they encounter to you and then the Council, so that the issues can be dealt with as appropriate. Contract Personnel must report behavioural issues to the School or establishment as soon as possible.
- 6.2.31. To ensure that Contract Personnel understand and fulfil all safeguarding responsibilities, including reporting any concerns they have regarding the clients' wellbeing
- 6.2.32. To ensure that Contract Personnel do not administer medication under any circumstance unless authorised to do so by the Council
- 6.2.33. To ensure that Contract Personnel phone the appropriate emergency service for an ambulance in medical emergencies, the Fire Service in case of any fire emergency and the Police as deemed necessary
- 6.2.34. To ensure that a responsible adult, in accordance with the Code of Conduct, should collect all SEN clients and Mainstream clients from the vehicle unless otherwise authorised in writing by the Council
- 6.2.35. To ensure that Contract Personnel are aware of all emergency procedures relating to the safe carriage of clients on the contract vehicle
- 6.2.36. To ensure that Contract Personnel, where possible and appropriate, seat clients in the rear of the vehicle

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- 6.2.37. An accident/incident recording process or system must be available at all time for your Contract Personnel. Contract Personnel must be made aware of and understand this process or system including the requirement to take appropriate photos / records of the accident / incident that this must be used in the event of any incident or accident

6.3. Drivers

- 6.3.1. To ensure that drivers have a minimum of 3 years driving experience (or passed an appropriate professional driving assessment) and are appropriately licensed.
- 6.3.2. To ensure that DVLA Driving Licences are checked for validity, status changes and endorsements annually as a minimum and best practice dictates twice yearly.
- 6.3.3. To ensure that professional licences are monitored and remain valid and appropriate to the Operators Licences.
- 6.3.4. To replace a driver with someone who is more suitable if the Council considers, for any reason, that a person is unfit to undertake the duties of a driver.
- 6.3.5. To ensure that drivers are responsible for all clients being satisfactorily secured by lap and diagonal seat belts for their safety on every journey.
- 6.3.6. To ensure that drivers, if the contract vehicle is a motor car, do not allow any client under the age of eight years to be conveyed in the front seats.
- 6.3.7. To ensure that drivers, if the vehicle in use is equipped with 8 passenger seats or less, are responsible for child proof locks being in use for all clients under 16 years of age conveyed in the rear seats.
- 6.3.8. To ensure that the operation of the vehicle doors is at all times under the driver's control, or that of a nominated responsible adult.
- 6.3.9. To ensure drivers are familiar with the route(s) they are allocated to.
- 6.3.10. To ensure that drivers only transport service clients between agreed destinations, as per the route agreed by the Council.
- 6.3.11. To ensure that drivers immediately report to the operator office any incident or accident (no matter how minor) that occurs when clients are on board.
- 6.3.12. To ensure that drivers carry out the duties of the passenger assistant, where necessary, on routes where no passenger assistant is provided. Including but not limited to:
 - Reporting to a member of staff at the school/college/centre if clients fall ill whilst travelling to that destination. If a client falls ill whilst travelling home, the driver must inform the parent/carer/guardian

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- Contact the parent/carer/guardian if there is a delay in the schedule of more than 15 minutes
- 6.3.13. Contact the school/college/centre if there is a delay in the schedule of more than 15 minutes
- 6.3.14. To ensure that drivers are trained to use and will deploy any equipment required under the contract
- 6.3.15. Be aware of and comply with the SSTAT Equipment Policy, including any revisions or amendments made to these documents or any replacement document that may be issued by the Council.

6.4. Passenger Assistants

- 6.4.1. If, for any reason, the Council considers that a person is unfit to undertake the duties of a passenger assistant, then the Council will have the right to ask for that person to be replaced by someone it considers more suitable
- 6.4.2. Providers must ensure that passenger assistants maintain a “vehicle logbook” in which specific details relating to the clients conveyed can be recorded and in which all incidents that occur on the journeys must be recorded. The information recorded in the vehicle logbook will be treated as confidential and must not be relayed to any unauthorised individual
- 6.4.3. To ensure that passenger assistants are appropriately First Aid trained - to provide certification from a one-day (usually around 4 hours) classroom-based first aid training which should cover essential skills and knowledge to handle emergencies during transportation, ensuring the safety and well-being of clients.
- 6.4.4. To ensure that, if requested, passenger assistants attend periodic passenger assistant training at a time and venue specified by the Council or the Provider. On some contracts passenger assistants may need training in particular specialist procedures or techniques
- 6.4.5. To ensure that passenger assistants do not administer medication, unless they have had specific training and are authorised to do so by the Council
- 6.4.6. To ensure that passenger assistants report to a member of staff at the school/college/centre if clients fall ill whilst travelling to that destination. If a client falls ill whilst travelling home, the passenger assistant must inform the parent/carer/guardian
- 6.4.7. To ensure that passenger assistants contact the parent/carer/guardian if there is a delay in the schedule of more than 15 minutes
- 6.4.8. To ensure that passenger assistants contact the school/college/centre if there is a delay in the schedule of more than 15 minutes

6.5. Contract Vehicles

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The Provider is responsible for ensuring that all Contract Vehicles fully comply with the following requirements:

- 6.5.1. That, at all times, Contract Vehicles have a current valid MOT certificate, road tax, maintain appropriate insurance and any appropriate licence(s)/permit(s). The Provider must keep valid copies of these documents irrespective of who owns the vehicle. Contract Vehicles must be insured for passenger liability. The Council will make regular checks of MOT, tax and insurance documents
- 6.5.2. Contract Vehicles must, at all times, comply with the Department of Transport legislative requirements and be able to deliver the contract in full. Contract Vehicles must be compliant with British Safety Standards or equivalent
- 6.5.3. To ensure that there is a system or process in place to view and check the vehicle, whether this be unannounced spot checks or regular checks. Best practice would indicate recorded daily driver walk around checks.
- 6.5.4. Contract Vehicles must, at all times, be maintained in a proper and roadworthy condition and kept clean and comfortable. The vehicle should provide suitable adequate heating and ventilation or air-conditioning to allow comfortable transport for the number of clients being conveyed and must provide suitable protection against wet and inclement weather. Contract Vehicles must comply with the number of seats required by the contract as defined in the SSTAT Vehicle Categories.
- 6.5.5. Any Public Service Vehicle must, at all times, comply with the relevant Operators Licensing requirements and, in all other respects, with the requirements of Part II of the Public Passenger Vehicles Act 1981 or be operated under a Section 19 permit
- 6.5.6. If a Licensed Taxi (Hackney Carriage) or a Licensed Private Hire car is used, the vehicle must, at all times, comply with the relevant requirements of the Hackney Carriage Licence/Private Hire Licence issued under the Metropolitan Public Carriage Act 1869, the Local Government (Miscellaneous Provisions) Act 1976, The Private Hire Vehicles (London) Act 1998 or the Transport Act 1985 as appropriate (or any amendments to, or replacement of, that Act that come into force and/or Regulations made). The Council reserves the right to decline the use of any licences that are not from within Surrey or bordering Local Authorities (for Private Hire or Hackney Carriage Licences) at their discretion. The Council will make regular checks of Licensing documentation.
- 6.5.7. If operated by a Community Transport provider, the vehicle and service must at all times comply with the relevant requirements of the Transport Act 1985, The Section 19 Permit Regulations 2009, The Community Bus Regulations 2009, The Transport Act 1985 (Amendment) Regulations 2019 as appropriate (or any amendments to, or replacement of, that Act that come into force and/or Regulations made).
- 6.5.8. If operated by a CQC registered provider the vehicle and services must at all times comply with the relevant requirements of the Health and Social Care Act 2008 and The Care Quality Commission (Registration)

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Regulations 2009 (or any amendments to, or replacement of, that Act that come into force and/or Regulations made).

- 6.5.9. All Contract Vehicles must display the appropriate licensing plate or disk. Private Hire vehicles with exemptions from displaying any plates are not suitable for this contract
- 6.5.10. To prohibit any contract vehicle (whilst either conveying authorised clients under the contract or engaged in any other way in the performance of the contract) from carrying any person other than the authorised clients or Contract Personnel, without the prior written consent of the Council.
- 6.5.11. To prohibit any contract vehicle, whilst being used in the performance of the contract, to be used for any other purpose whatsoever without prior consent from the Council.
- 6.5.12. All Contract Vehicles must be of suitable size and layout so that a passenger assistant must have clear and direct access to any client assessed as entitled to the provision of a passenger assistant. This access should not be blocked by folding seats, baggage/equipment or wheelchairs. Space should be available for the safe storage of wheelchairs and/or other equipment required to accompany the client. This equipment must be conveyed in a safe and secure manner
- 6.5.13. To ensure that where a child safety seat is required, it is properly fitted in accordance with the manufacturer's instructions and the driver fulfils the responsibility for ensuring that the client is properly secured
- 6.5.14. Contract Vehicles must be constructed or adapted so that there are windows adjacent to the seated positions, through which the client may look and be seen whilst in the normal seated position
- 6.5.15. Contract Vehicles should only be fitted with factory standard tinting on windows. Any additional tinting of windows, above the original factory settings must be removed.
- 6.5.16. Contract Vehicles must not, under any circumstances, be equipped with, or convey clients in, inward (side facing) or rear facing seats. All seats must be forward facing and suitable for the client to be transported and conform in all aspects to British Safety Standards. This includes clients that are transported whilst remaining seated in the wheelchair.
- 6.5.17. Contract Vehicles must, if constructed or adapted to convey up to and including 16 passengers, be fitted with fully functional lap and diagonal seat belts on all passenger seats. Contract Vehicles over 16 seats must have lap belts as a minimum. Contract Personnel must ensure clients are fully secure prior to departure
- 6.5.18. Contract Vehicles must have all seat belts installed, maintained and used in accordance with current legislation
- 6.5.19. A vehicle must, if a large bus constructed or adapted to convey 17 or more passengers, be fitted with driver operated automatic doors such that the door operation is under the control of the driver at all times

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- 6.5.20. A vehicle must display appropriate signs carrying the EU approved “child logo” which will be issued, upon request, by the Council
- 6.5.21. All Contract Vehicles used on a contract must have a communication device or system, which enables communication in the event of an emergency. There must also be provision to charge or power the device or system.
- 6.5.22. Contract Vehicles used on a contract must not display any publicity material without the prior approval of the Council, nor any publicity or livery on behalf of any other company
- 6.5.23. Contract Vehicles that are constructed or adapted to convey clients in wheelchairs or buggies must be equipped with either tail-lift or ramp facilities that comply with British Safety Standards
- 6.5.24. In addition, all wheelchair lifting equipment must conform to the Lifting Operations and Lifting Equipment Regulations 1998 (“LOLER”) and the Providing and Using Work Equipment Regulations (“PUWER”) and have an annual weight test. Copies of the six-monthly certificates signed by a competent person as defined within the legislation
- 6.5.25. If constructed or adapted to convey clients in wheelchairs or buggies, Contract Vehicles must be equipped with suitable tracking to secure the wheelchair or buggy in a forward-facing position. All vehicle floor tracking must be laid longitudinally and comply with all current legislation. The Provider or their personnel will be responsible for ensuring that this tracking is kept clean at all times. For clarity **any wheelchair or buggy must be transported in a forward facing position****
- 6.5.26. If constructed or adapted to convey clients in wheelchairs or buggies, Contract Vehicles must provide sufficient wheelchair and client restraints to transport all wheelchair clients identified in the Route Schedule. The Provider must be aware of the type of wheelchair or buggy to be transported and is responsible for providing the correct type of wheelchair and client restraint, either identified in the manufacturer’s specification or supplied by the Council. If you are in any doubt as to the Wheelchair Tie Down and Occupant Restraint System (WTORS) to be used, then you **MUST** contact the Council for clarification
- 6.5.27. Contract Vehicles, when equipped with less than 8 passenger seats, must have a minimum of 4 doors, unless specific agreement has been given for the use of Contract Vehicles specifically adapted to convey wheelchairs or buggies by the Council
- 6.5.28. If the contract vehicle is a motor car, it must be fitted with childproof locks (or central locking override switch controlled by the driver) on rear passenger doors to prevent opening by clients when the vehicle is in motion. Such devices must be engaged when clients are on board
- 6.5.29. Smoking and vaping is prohibited on all Contract Vehicles. The vehicle (no matter what size vehicle it is) is a designated place of work under the 2007 legislation. To smoke or permit others to smoke is an offence

6.6. Safeguarding

6.6.1. HM Government 'Working Together to Safeguard Children' 2023 (and any subsequent updates) requires all organisations to follow the procedures for protecting children from abuse. Therefore, all Providers must follow the safeguarding procedures which are established by the Council. Organisations are also expected to ensure that they have appropriate procedures in place for responding to situations where they believe a client has been abused or is at risk of abuse. These procedures should also cover circumstances in which a member of staff is accused of, or suspected of, abuse

6.6.2. In this respect, the Provider's responsibilities are:

- a) To ensure all Contract Personnel working on Council contracted transport services have been recruited following the safer staffing guidelines including, but not limited to completion of an application form, a recorded face to face interview, receipt of references and a 5 year employment history
- b) To ensure all Contract Personnel working on Council contracted transport services have Council Authorised Identification clearance BEFORE starting work
- c) To ensure any Contract Personnel who is not police or DBS checked, in accordance with the guidelines above, will not be employed on this contract
- d) To ensure that Contract Personnel Authorised ID badges are available for inspection at all times
- e) To ensure that the safeguarding responsibilities apply equally to any replacement or temporary Contract Personnel you use on contracted transport services
- f) To ensure that all personnel are aware of their responsibilities and role in the safeguarding of the clients on transport
- g) To ensure that all Contract Personnel clearly understand the need to maintain appropriate boundaries in their dealings with young people and vulnerable adults
- h) To ensure that all Contract Personnel are aware that innocent comments and/or contact between young people/vulnerable adults can be misconstrued
- i) To ensure that Contract Personnel never have inappropriate or unnecessary physical contact with young people or vulnerable adults
- j) To ensure that all Contract Personnel are aware that the onus is on them, and not the young person or vulnerable adult, to distance themselves from any potential situation
- k) To ensure that all Contract Personnel are aware of the potential

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dangers of being in a 1-1 situation with young people or vulnerable adults; this could include giving lifts, or having other contact, outside of normal transport arrangements

- l) To ensure that Contract Personnel do not engage in private or personal correspondence with young people or vulnerable adults by any means, including text messages, internet (especially social media / networking sites) or personal email
- m) To convey to Contract Personnel that they must always be prepared to explain their actions and accept that “relationships” will be open to comments and scrutiny
- n) To ensure that all Contract Personnel are aware that they should report any safeguarding concerns they have, regarding the wellbeing of any of the clients on transport, to the Council and specifically the Senior Transport Safeguarding Officer

6.6.3. The Provider should understand that safeguarding our clients is of paramount importance to the Council, therefore the Provider should be aware of best practice in this area and implement where necessary.

6.7. Performance and Quality Management

6.7.1. Robust performance management is key to the achievement of the Council's aims. To this end, the Provider must have:

- a) A clearly defined organisational structure, including the day-to-day operational structure and the overarching management structure that steers the relationship
- b) Processes and procedures for monitoring actual performance against the specific service requirements and standards

6.7.2. The organisational structure must clearly demonstrate the organisation's ability to adequately manage the contract. As a minimum, the structure should detail:

- a) The lines of accountability
- b) The named on-site or local Service Manager(s)
- c) The named Contract Manager, who will be responsible for attending the nominated review meetings and for providing attendance at ad hoc meetings as requested

6.7.3. During regular reviews of the service, the Council will carefully consider whether the relationship is driven by trust and co-operation, rather than by the Contract alone. Both parties are responsible for ensuring an open and honest relationship

6.7.4. The Provider must agree to comply the requirements of the SSTAT Contract Management Process, including any revisions or amendments made or any replacement document by the Council.

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- 6.7.5. The Provider must provide operational reports to the Council, as required, to include information such as timeliness, using correct drop off points, etc. This information may need to be submitted through the *adam* / SProc.net on a standard template that will be provided.

6.8. Complaints

- 6.8.1. The Provider should have their own complaints procedure and will comply with the Council's complaints procedure whenever a complaint is made by any third party directly to the Council as the same may be amended and notified to the Provider from time to time.
- 6.8.2. The Provider must keep a record in a form as stated below, of any complaints received (whether received orally or in writing, and whether from members of the Council, service clients, members of the public or others) and of the action taken by the Provider to remedy or fully investigate each such complaint. Such records shall be kept available for inspection by the Council at all reasonable times.
- 6.8.3. The Provider's record of complaints must include:
- a) the nature of the complaint
 - b) the name of the complainant
 - c) the date and time the complaint was received
 - d) the action taken to remedy the complaint
 - e) the names of the Providers employees involved in the complaint and the remedy
- 6.8.4. The Provider must deal with any complaints received from whatever source in a prompt, courteous and efficient manner.
- 6.8.5. Providers are expected to have their own procedures for dealing with complaints which must comply with the council's policy on complaints from the public and requests for information under the Freedom of Information Act 2000, as detailed within the council's Customer Promise. Providers should check on: <https://www.surreycc.gov.uk/council-and-democracy/finance-and-performance/vision-strategy-and-performance/customer-promise>

6.9. Invoicing

- 6.9.1. Providers should submit monthly invoices – with backing documentation stating the route(s), day rates and number of days claimed, ensuring that routes are claimed wholly and completely for that month on one invoice.
- 6.9.2. It is the responsibility of the Provider to ensure that days on which

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transport is not provided, such as school inset days, are not claimed for. Inaccuracies in claims will be notified to the Contracts and Control team and may be subject to performance management sanctions.

- 6.9.3. Each invoice should have its own unique reference number. Invoices may be emailed, posted or faxed, and payment will be made within **30 days** receipt of a correct invoice.

6.10. Modern Slavery and Unethical Labour

6.10.1. Surrey County Council is committed to tackling the risk of modern slavery and unethical labour practices in our operations and supply chains. Modern slavery is an umbrella term used to describe a range of exploitative practices people are unable to refuse or leave often due to various methods of control such as coercion, threats or deception. This includes practices such as slavery, servitude, forced labour or compulsory labour, and human trafficking. Unethical labour refers to employment practices that fail to uphold workers' rights, dignity and wellbeing, often involving unfair treatment and unsafe working conditions.

6.10.2. The Private Hire sector has faced issues regarding the treatment of workers, particularly around the misclassification of individuals as self-employed contractors, though operating under conditions that may mirror formal employment. This practice not only results in illegal tax avoidance, but it also deprives workers of basic employment rights, such as holiday pay, sick leave, and protection from unfair dismissal. Additional concerns in the sector include excessive working hours and inadequate pay, which further contribute to poor working conditions and increased vulnerability to exploitation.

6.10.3. Providers must take all reasonable steps to prevent labour exploitation and ensure that all working arrangements comply with relevant labour and employment laws. This includes conducting regular due diligence on both their direct workforce and supply chain partners to uphold fair and ethical working conditions. Providers must ensure that workers are paid appropriately and receive payment for all hours worked in accordance with working time regulations. It is essential that no worker is forced, coerced or threatened into accepting contractual terms they do not freely consent to.

6.10.4. Providers must establish clear systems for reporting and addressing worker concerns and maintain accurate records of any incidents and the actions taken.

6.10.5. The Provider must ensure that workers can report concerns about their working conditions or any work-related issues confidentially and without fear of retaliation.

6.10.6. The Provider shall submit to the Council an annual written statement detailing the measures taken under this specific contract to mitigate labour exploitation and ensure that working conditions and arrangements comply with national legal standards. This statement should cover:

- a) The Provider's approach to promoting ethical labour practices
- b) An overview of the organisation's operating model used to deliver the contract
- c) A breakdown of workforce composition (including directly employed and self-employed individuals) and a summary of key contractual differences

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between these workers

- d) Any significant operational changes affecting workers or contractors involved in the Contract
- e) Details of any worker complaints or reported incidents related to this Contract on their employment or contractual arrangement, along with actions taken to resolve these
- f) Any key updates or changes to the above areas

6.10.7. The Provider shall support the Council's own due diligence efforts, where required, to mitigate risks. This includes, but is not limited to, reporting on specific measures to tackle worker exploitation and any suspected or actual cases pertaining to unethical labour, and its response to addressing such practices.

7. The Council's Responsibilities

7.1. General

7.1.1. The Council expect to work in partnership with Providers and to communicate with them in an honest and courteous manner, acting in a reasonable manner at all times.

7.1.2. The Council undertakes to:

- a) Supply Providers with, or reimburse them for, the provision of any specialist equipment required (Council retain ownership)
- b) Give Providers reasonable time, unless directed by the legislation, to comply with any new legislation or regulations, or policies and procedures introduced by the Council
- c) To identify appropriate training courses, which Providers should organise and ensure Contract Personnel attend if required
- d) Actively encourage Providers to raise the service awareness of their Contract Personnel and to support and enhance the service provision by offering additional training to them
- e) Pay Providers' invoices each calendar month within 30 days of receipt of a correct invoice
- f) Not pay any additional charge if a contract price increases without prior agreement

7.2. Service Information

7.2.1. The Council will: Supply Providers with accurate relevant information about service clients to be transported including:

- a) Name, address & telephone number
- b) Dates, times and destinations of travel
- c) Details of any special requirements or special equipment required, that the Council are advised of
- d) Details of behavioural issues or any other issues relevant to transport, that the Council are advised of
- e) Details of any care plan agreed between parents/carers, school and the responsible medical practitioner in cases where pupils have specific conditions, that the Council are advised of. This will specify the steps to be taken to support the normal care of the pupil as well as the appropriate responses to emergency situations, and should

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be carried on the vehicle at all times

7.2.2 The Council will give parents/carers details of the transport arrangements that have been made

7.3. Performance and Quality Management

7.3.1. The Council will:

- a) Facilitate regular review meetings and ensure open channels of communication
- b) Monitor and enforce the contract terms and service levels
- c) Adopt the Contract Management Process and 'Performance Points Scheme' to assist in monitoring the performance of this contract
- d) Undertake formal annual reviews of performance, service delivery and the relationship
- e) Undertake an annual audit of the Providers records associated to the delivery of this contract
- f) Investigate any complaints received about the operation of the service

7.4. Contract and Call-Off Termination, Variation & Payment

7.4.1. The Council will vary or terminate the contracts in accordance with the relevant section of the General Conditions of Contract.

7.4.2. The Council will vary or terminate the Call-Offs (routes) under this contract in accordance with the relevant section of the General Conditions of Contract.

7.4.3. The Council will not pay for any Call-Off journeys that are not started (considered to be the driver starting the vehicle and leaving for the first collection point)

7.4.4. Generally, the contract and Call-Offs will be subject to 28 days' notice in writing, to be given at any time by either party, unless otherwise agreed as part of a Call-Off.

7.4.5. However, it should be noted that a Call-Off will be subject to 7 days' notice in writing in the event of an unplanned and/or unforeseen change to a route that is outside of the Council's control, such as the only client on a route no longer requires transport suddenly.

7.4.6. For Coach contracts (17 passenger seats and above), either party has the option to terminate an individual route with 60 days' notice.

7.4.7. In the event of adverse weather conditions or industrial action the following payment rules shall apply:

- a) The full morning rate will be paid for any scheduled morning journey if a vehicle has set out but is then unable to complete the journey because of adverse weather conditions or the receiving establishment is closed.
- b) No payment will be made for the return journey if it was known that the journey was not required.

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- c) For subsequent days or in the event of industrial action at a school, when it is known that the journey is not required because the establishment is closed, no payment will be made.
- d) For school journeys, Providers are required to familiarise themselves with the school's process for providing online information of the latest school closures and email/text alerts. In these exceptional circumstance operators must rely on this information to determine whether the journey is required.

7.5. Financial Deductions

- 7.5.1. It is the responsibility of the Provider to inform the Council, at the earliest opportunity, of a foreseeable difficulty in providing any journey required under the contract. The Provider should inform the Council immediately of any unforeseen difficulty that means the service will not operate.
- 7.5.2. Providers' invoices should reflect the financial deductions to be applied in the event of non-operation of the service, in accordance with the Contract Management Process
- 7.5.3. A list of the service credits that will be applied by the Council are included in the Contract Management Process
- 7.5.4. If a Provider repeatedly fails to advise the Council, in writing, of any changes to the Route Schedule (for example a pupil not travelling on the vehicle, whether temporary or permanent) within seven calendar days of the change, the Provider must pay reimbursement of costs back to the day the change occurred and the Council reserves the right to apply a fine of 25% of the reimbursed value. This may result in performance points, suspension or even termination of all Council managed contracts.
- 7.5.5. The Council reserve the right to deduct or require that sums are deducted from invoices submitted by Operators in cases where transport was not provided, or has been provided inadequately, without prejudice to the rights or remedies of the Council. Where this is the case, the Provider will be informed of this action taken. No payment will be made for any contracted journey(s) cancelled before their operation. For any journey cancelled with very short notice, for example when a driver has left for a pick-up, the Council will pay the normal rate for that journey.

7.6. Safeguarding

The Council will:

- 7.6.1. Administer the Council Authorised Identification Badge Scheme to ensure all Contract Personnel have Enhanced DBS checks, and issue appropriate identification when this process is complete. The Council will not be liable for any costs associated with this process

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- 7.6.2. Issue the Council Authorised Identity Badge or notification of unsuitability within 10 workings days of the receipt of an enhanced DBS disclosure, provided all necessary requirements / documentation for the application have been provided. (Additional information may be requested by the Council about an individual's background in order to make a decision on suitability)
- 7.6.3. Abide by the Council's safeguarding policy and procedures following notification of any allegations or complaints
- 7.6.4. Instruct the Provider to suspend the Contract Personnel concerned from any contract service should an allegation be received, while the investigation takes place. In some instances, the Council will withhold details of the allegation in order to investigate the matter through the appropriate channels
- 7.6.5. Notify the Provider of the conclusion of any investigations, although the details of the investigation may be withheld due to the protection of personal data
- 7.6.6. Notify/forward on any safeguarding concerns raised by the Provider on to the appropriate team within the Council

7.7. Environment

The Council will:

- 7.7.1. Consider environmental aspects when planning provider routes, looking to ensure that route optimisation takes into account shorter or less traffic heavy alternate routes.
- 7.7.2. Where requested, support providers in their efforts to monitor, report and reduce emissions (within the Council's capabilities and where proportionate).
- 7.7.3. Consider how Council environmental targets could affect service providers and determine proportionate measures and support mechanisms to encourage providers to meet expectations or requirements.

8. General Information

8.1. Useful Contacts:

**Surrey County Council
Surrey School Travel & Assessment Team (SSTAT) Contracts Team :**

[Contact us about school
transport - Surrey County
Council](#)

SSTAT Delivery Team – For operational issues	sentransport.requests@surreycc.gov.uk mainsteam.transportrequest@surreycc.gov.uk
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SSTAT Contracts Team – For contract management and service issues badge enquiries training enquiries.	tcc.enquiries@surreycc.gov.uk tcc.authorisedid@surreycc.co.uk tcc.training@surreycc.gov.uk
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Safeguarding Concerns

Finance – For invoicing issues	travel@surreycc.gov.uk
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9. Glossary of Terms and Abbreviations

The **Act** – means the Public Passenger Vehicles Act 1981 and/or any amendments to it, or replacement of it, and any Regulations made under it.

Contract - means the agreement created between the Provider and the Contracting Council for the provision of the services that this Service Specification relates to.

Contract Personnel – means any driver and / or passenger assistant deployed on the contract by the Provider

Contract Price - means the tender price agreed between the Provider and the Council for each route.

Contract Vehicle – means any vehicle deployed on the contract by the Provider

Council – means Surrey County Council

Council Authorised Identification – means the process of vetting and clearance for Contract Personnel to work in Regulated Activity with children & vulnerable adults.

Education, Health & Care Plan (EHCP) An **Education, Health and Care plan** (“**EHC plan**”) is a legal document which describes a child or young person's special educational needs, the support they need, and the outcomes they would like to achieve

Open Framework (OF) – An Open Framework is a completely electronic system used by a Contracting Authority (buyer) to purchase commonly used goods, works or services.

Provider- means any person or body of persons whose offer to provide transport for the passengers is accepted by the Council.

PSV – means Public Service Vehicle (and have the same meaning as Parts I and II of The Act).

Route Schedule - means the document presented to the Provider by the Council detailing the route number, route details, timetable requirements and authorised passengers.

School - means the school for which these Home to School transport services will be provided

SSTAT - means Surrey School Travel & Assessment Team which is part of Surrey County Council and is responsible for overseeing this contract

Travel Assistance Policy – The Policy by which Surrey County Council assesses the eligibility of students and describes how the Council fulfils its duties and exercises

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its discretionary powers as required by the Education Act 1996 and subsequent legislation and guidance.