



Service Specification

Assisted Passenger Transport Service

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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 a new Dynamic Purchasing System to provide Client Assisted Passenger Transport Service for vulnerable children and adults.
- 1.2. The Council has partnered with Adam HTT limited to use their S.Proc net web-based digital platform to procure Client Assisted Passenger Transport Service.
- 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 and, 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 Dynamic Purchasing System (DPS) is for a period of four years with an option to extend for a further period of 2 years following this. The DPS will commence on 17th June 2020 and is to be tendered for the following service categories:

Table -1 DPS SERVICE CATEGORIES

Supply Category	Service Category	Service Template
1-8 seaters		
Passenger Transport Services	Taxi and Minicab (1-8 seats)	Children Mainstream, Children SEN, Adults
Passenger Transport Services	Taxi and Minicab (1-8 seats) with Passenger Assistant	Children Mainstream, Children SEN, Adults

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Passenger Transport Services	Taxi and Minicab (1-8 seats), Wheelchair Accessible	Children Mainstream, Children SEN, Adults
Passenger Transport Services	Taxi and Minicab (1-8 seats), Wheelchair Accessible with Passenger Assistant	Children Mainstream, Children SEN, Adults
9-16 seaters		
Passenger Transport Services	Minibus (9-16 seats)	Children Mainstream, Children SEN, Adults
Passenger Transport Services	Minibus (9-16 seats) with Passenger Assistant	Children Mainstream, Children SEN, Adults
Passenger Transport Services	Minibus (9-16 seats), Wheelchair Accessible	Children Mainstream, Children SEN, Adults
Passenger Transport Services	Minibus (9-16 seats), Wheelchair Accessible with Passenger Assistant	Children Mainstream, Children SEN, Adults
17-31 seaters		
Passenger Transport Services	Standard Mini coach (17 - 31 seats)	Children Mainstream, Children SEN, Adults
Passenger Transport Services	Standard Mini coach (17 - 31 seats), Passenger Assistant	Children Mainstream, Children SEN, Adults
Passenger Transport Services	Accessible Mini coach (17 - 31 seats),	Children Mainstream, Children SEN, Adults
Passenger Transport Services	Accessible Mini coach (17 - 31 seats), Passenger Assistant	Children Mainstream, Children SEN, Adults
32+ seaters		
Passenger Transport Services	Standard coach (32+ seats)	Children Mainstream, Children SEN, Adults
Passenger Transport Services	Accessible coach + 32 seats)	Children Mainstream, Children SEN, Adults
Standard Coach 49+ seats		
Passenger Transport Services	Accessible Coach (49 + seats)	Children Mainstream, Children SEN, Adults
Passenger Transport Services	Standard Coach (49 + seats)	Children Mainstream, Children SEN, Adults
Standard Coach 70+ seats		
Passenger Transport Services	Standard Coach (70 + seats)	Children Mainstream, Children SEN, Adults

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Passenger Transport Services	Accessible Coach (70 + seats)	Children Mainstream, Children SEN, Adults
Travel Buddy Service		
Passenger Transport Services	Travel Buddies	Children Mainstream, Children SEN, Adults

- 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 and 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 Transport Coordination Centre

- 2.1. The Transport Coordination Centre (TCC) commissions the majority of transport bookings on behalf of the council’s departmental services. The TCC operates during the core hours of 07:30hrs and 17.30 hrs Monday to Friday during term time, and most of the journeys are completed during these times. The TCC also deals with out of core hour’s bookings during weekends and evenings, where transport is often required at short notice in the event of an urgent requirement.
- 2.2. The TCC is a ‘one stop shop’ for all the council’s passenger transport requirements. The TCC 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 TCC 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 TCC arranges transport for around 7000 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 TCC arranges transport for around 3500 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 TCC requires a range of vehicles to suit these often very complex needs. In some instances, the TCC 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
 - f) The TCC currently organises 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.
 - g) Temporary contracts for children and adults such as looked after children, children in need and travel to respite care.
 - h) Short notice work for Adult and Children's Services, SEN and mainstream pupils.
 - i) Travel Buddy Service - An on-going support for service users that will travel to and from school/college/centre with the support of a Travel Buddy
 - j) Other general transportation services required by SCC.
 - k) Emerging work through the Health Service and other agencies.

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 users.
- 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 users.

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 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

5. Key Objectives

5.1. The objective of the Service is to provide a safe, reliable and timely transport for service users. 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,

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.
- **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** – Service must ensure that the Council' published values and residents' rights are upheld.

- 5.2. The Council will supply to the Providers on SProc.net a list of the route schedules (which are subject to frequent change), including such information as post codes, passenger ID, and special needs. The Providers will 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 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 appropriate 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 user/child on to an existing route or remove a service user/child from an existing route due to changes in their school placements.
- 5.6. Where there is a need to add or remove a service user/child 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.

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- 5.7. Where the Council decides that the amended route should remain with the Service Provider, the Service Provider will receive an amendment request (change order on SProc net) on the route and the cost the Council will pay for the additional passenger(s), or deduct for the removal of passenger(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, with a cost cap per vehicle type of the cost for an additional 20 miles per day, or £50 per day, **whichever is the lower**.

Additional Daily Mileage	Vehicle Type	Price paid per mile
0 - 10	Saloon/MPV (up to 8 seats)	£1.50
	W/C accessible (up to 8 seats)	£2.00
	Minibus	£2.50
	W/C accessible minibus	£3.00
Plus for each additional mile over 10.01 miles	Saloon/MPV (up to 8 seats)	£1.00
	W/C accessible (up to 8 seats)	£1.50
	Minibus	£2.00
	W/C accessible minibus	£2.50

The same methodology will apply to the calculation of cost reductions for the removal of passengers 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.

6. The Provider's Responsibilities

6.1. General

- 6.1.1. To provide a staffed telephone link (not an answering machine and not a fax machine) 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 transport personnel meet the current and all future requirements of the Licensing Authority and The Road Safety Act 2006

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- 6.1.4. Licenses are required to be obtained from the relevant authority for any vehicle with a driver where commercial benefit is obtained. The licenses are:
- a) An operator's licence
 - b) A vehicle licence
 - c) A driver's licence
- 6.1.5. 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
- 6.1.6. To ensure that any transport personnel involved in the provision of this service have been hired according to SCC's Safer Staffing recruitment procedure https://snet.surreycc.gov.uk/_media/files/hr/Safer-Employment-policy-September-2017.pdf (or other Council equivalent);
- 6.1.7. To ensure compliance with the Surrey Safeguarding Childrens Partnership: <https://www.surreyscp.org.uk/> and Surrey Safeguarding Adults Board <https://www.surreysab.org.uk/>
- 6.1.8. To check that all transport personnel have the entitlement to work in the UK
- 6.1.9. To ensure that each of your transport personnel is aware of, and complies with, the requirements of the "Code of Conduct for Drivers and Passenger Assistants" (Appendix A), including any revisions or amendments made or any replacement document by the Council. Each driver and passenger assistant must be supplied with his/her own personal copy and this copy is to be carried on every journey performed under this contract.
- 6.1.10. SEND routes, providers to use a maximum of three drivers or passenger assistants only on any one route in any academic term without permission and ensure that all journeys carried out under this contract are undertaken with courtesy, consideration and care.
- 6.1.11. 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.
- 6.1.12. To ensure that all personnel comply with all Road Traffic Act Regulations and any other laws applying to the operation of this service
- 6.1.13. To ensure that appropriate training is given to all your personnel, including induction for any new personnel. This should include, but not limited to:

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- a) 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 transport personnel as confirmed by the Council
- e) First Aid at Work training (for passenger assistants)
- f) Ensuring all drivers and passenger assistants are aware of all emergency procedures relating to the safe carriage of passengers on the contract vehicle
- g) Ensuring all drivers and passenger assistants are aware of all procedures relating to the safe use of any equipment necessary to the contract

6.1.14. In addition, when required to do so, you must make the necessary arrangements to allow drivers and passenger assistants 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 passengers

6.1.15. To undertake recorded 'introductions' with all parents in the academic summer holiday. This should be used to gather information regarding the passengers needs and possible techniques to ensure as comfortable a journey as possible, as well as to ensure that contact details are accurate and to pass on details of the transport including times and the names of the driver and passenger assistant. In some instances, it may be necessary to arrange for the driver and passenger assistant to introduce themselves to the passenger and parents/guardians prior to transport to ensure the most comfortable experience for the passenger.

6.1.16. To remind drivers and passenger assistants at the start of each school term of the procedures that ensure the health, safety and welfare of passengers, particularly:

- a) The action to be taken in an emergency/break-down situation
- b) The contractual obligation to prevent any child from operating the vehicle doors
- h) The emergency procedures relating to the safe carriage of passengers on the contract vehicle
- i) Ensuring that the driver and passenger assistant are familiar with the needs of the passenger

6.1.17. To ensure that transport personnel, where possible and appropriate, seat children in the rear of the vehicle

6.1.18. 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

6.1.19. To allow access to contract vehicles by Authorised Council officers on any part of the contracted route or at the vehicles' base or destination

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- 6.1.20. To inform the Surrey County Council immediately (within 2 hours) 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) (attached as Appendix B)
- 6.1.21. To ensure that transport personnel record any situations and/or issues that give cause for concern and report them to the Contracting Council and to the school or other establishment
- 6.1.22. To ensure that the vehicle (and/or the driver) is equipped with mobile communication. 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
- 6.1.23. To ensure that transport personnel carry with them a list of telephone numbers of the contacts to be notified in the case of an emergency or break-down
- 6.1.24. To strictly adhere to the times and relevant dates notified to you by the Contracting Council for the collection and setting down of the passengers
- 6.1.25. To ensure that any delays or potential delays are communicated as soon as possible to the school or parent/carer/guardian
- 6.1.26. To inform the Contracting Council immediately if there is a likely delay of 15 minutes or more in reaching a destination
- 6.1.27. To obtain details from each school/establishment of the dates and times they will be open. 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 prescribed by the Council
- 6.1.28. 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
- 6.1.29. 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 Contracting Council immediately of any such delay
- 6.1.30. 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

- 6.1.31. To prohibit any contract vehicle (whilst either conveying authorised passengers under the contract or engaged in any other way in the performance of the contract) from carrying any person other than the authorised passengers or staff, without the prior written consent of the Council.
- 6.1.32. 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 Contracting Council.
- 6.1.33. 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 Contracting Council.
- 6.1.34. To ensure that assistance dogs are transported where required
- 6.1.35. To advise the Contracting Council immediately of any changes in the route (temporary or permanent), for example pick up timings, order of pick-ups or passengers leaving.
- 6.1.36. 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
- 6.1.37. 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
 - j) Disruption to the transport infrastructure for whatever including fuel shortages or major accidents
 - k) Any major enemy or terrorist attack on the country that creates a large number of casualties, or the threat of such an attack
 - l) Any actual or potential industrial action, including strike action
- 6.1.38. To make this information available to the Council, along with any details of actions to be taken, both immediately and escalating as time passes, until normal circumstances are restored
- 6.1.39. To consider environmental concerns and, where possible, current technologies (such as low-emission models, hybrid vehicles, electric vehicles, automatic stop/start, speed limiters, lean-burn engines, green-

optimised models e.g. Ford ECONetic and LPG dual fuel) to assist in the reduction of the carbon footprint where they are commercially available and financially viable

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 personnel who are to be placed in contact with children meet the following requirements:
- a) Be a competent and reliable person
 - b) Be properly and appropriately licensed
 - c) 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
- 6.2.3. To ensure that any driver or passenger assistant who has not been checked and cleared by the Council will not be employed on any transport contract
- 6.2.4. Following any government reviews of the Vetting and Barring Scheme, should a 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
- 6.2.5. Owing to the nature of the services, the transport 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
- 6.2.6. To ensure that any driver or passenger assistant is at least 21 years of age
- 6.2.7. 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 passengers
- 6.2.8. To be familiar with all legislative requirements regarding the safe operation of all the equipment provided for the comfort and safety of the passengers, and to be responsible for compliance with those legislative requirements

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- 6.2.9. At all times, to take all proper precautions to ensure the safety of the passengers 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
- 6.2.10. To ensure that a copy of the “Code of Conduct for Drivers and Passenger Assistants” is carried in the contract vehicle, and 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.
- 6.2.11. To ban all transport personnel from smoking, whilst providing the service. Smoking and vaping is strictly prohibited on all vehicles used for delivering passengers 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.
- 6.2.12. To ensure all transport personnel are reasonably attired and prominently display the Council Authorised Identification badge at all times whilst on duty
- 6.2.13. To ensure that drivers and passenger assistants take all reasonable steps to ensure the safety of passengers aboard the contract vehicle whilst in transit and whilst boarding or alighting from the vehicle.
- 6.2.14. To ensure that drivers and passenger assistants are able to give clear verbal instruction to all passengers 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 passenger dictate.
- 6.2.15. To ensure that drivers and passenger assistants have an ability to communicate well with the passengers. In the event of an emergency this may be crucial
- 6.2.16. To ensure that relevant personnel attend training courses as requested and/or when organised, either by the Council or the Provider
- 6.2.17. To ensure that drivers and passenger assistants wear high-visibility clothing whilst on duty outside the vehicle for their own safety
- 6.2.18. To ensure that drivers and passenger assistants are not be related to any of the passengers or any of the other personnel travelling on the service
- 6.2.19. To ensure that drivers and passenger assistants should avoid collecting passengers from the house. Parents/carers are expected to bring passengers to the vehicle or to the designated pick-up point
- 6.2.20. To ensure that transport personnel report any behavioural problems they encounter to you and the Council, so that the issues can be dealt with as appropriate
- 6.2.21. To ensure that drivers and passenger assistants understand and fulfil all safeguarding responsibilities, including reporting any concerns they have regarding the passengers' wellbeing

- 6.2.22. To ensure that transport personnel do not administer medication under any circumstance unless authorised to do so by the Council
- 6.2.23. To ensure that transport 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
- 6.2.24. To ensure that a responsible adult, in accordance with the Code of Conduct, collects all SEN passengers and Mainstream students unless otherwise authorised in writing by the Council
- 6.2.25. To ensure that drivers and passenger assistants are aware of all emergency procedures relating to the safe carriage of passengers on the contract vehicle

6.3. Drivers

- 6.3.1. To ensure that drivers have a minimum of 3 years driving experience and are appropriately licensed.
- 6.3.2. 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.
- 6.3.3. To ensure that drivers are responsible for all passengers being satisfactorily secured by lap and diagonal seat belts for their safety on every journey.
- 6.3.4. To ensure that drivers, if the contract vehicle is a motor car, do not allow any child under the age of eight years to be conveyed in the front seats.
- 6.3.5. 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 passengers under 16 years of age conveyed in the rear seats.
- 6.3.6. 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.
- 6.3.7. To ensure drivers are familiar with the route(s) they are allocated to.
- 6.3.8. To ensure that drivers only transport service users between agreed destinations, as per the route agreed by the Council.
- 6.3.9. To ensure that drivers immediately report to the operator office any incident or accident (no matter how minor) that occurs when passengers are on board.
- 6.3.10. To ensure that drivers carry out the duties of the passenger assistant , where necessary, on routes where no passenger assistant is provided
- 6.3.11. To ensure that drivers are trained to use and will apply any equipment required under the contract

6.4. Passenger Assistants

- 6.4.1. If, for any reason, the Council considers that a person is unfit to undertake the duties of an 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 log book” in which specific details relating to the passengers conveyed can be recorded and in which all incidents that occur on the journeys must be recorded. The information recorded in the “vehicle log book” will be treated as confidential and must not be relayed to any unauthorised individual
- 6.4.3. To ensure that passenger assistants are First Aid trained to at least the standard of the “Appointed Person” First Aid Training Course
- 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 passengers fall ill whilst travelling to that destination. If a passenger 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

The Provider is responsible for ensuring that all contract vehicles fully comply with the following requirements:

- 6.5.1. That, at all times, the vehicles used in the provision of this contract have a current valid MOT certificate and road tax and maintain appropriate insurance. Vehicles must be insured for passenger liability. The Council will make regular checks of MOT and insurance documents
- 6.5.2. Vehicles must, at all times, comply with the Department of Transport legislative requirements and be able to deliver the contract in full. Vehicles must be compliant with British Safety Standards or equivalent

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- 6.5.3. 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 passengers being conveyed and must provide suitable protection against wet and inclement weather. Vehicles must comply with the number of seats required by the contract
- 6.5.4. 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
- 6.5.5. If a Licensed Taxi (Hackney Carriage) or a Licensed Private Hire car, the vehicle must, at all times, comply with the 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 will make regular checks of licence documents
- 6.5.6. All vehicles must display the appropriate licensing plate or disk. Private Hire vehicles with exemptions from displaying any plates are not suitable for this contract
- 6.5.7. All vehicles must be of suitable size and layout so that a passenger assistant must have clear and direct access to any passenger allocated with the need for 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 passenger. This equipment must be conveyed in a safe and secure manner
- 6.5.8. 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 passenger is properly secured
- 6.5.9. In addition, vehicles must be constructed or adapted so that each passenger has a window adjacent to the seating position, and through which the passenger may look whilst in the normal seated position
- 6.5.10. Vehicles must not be fitted with smoked rear or side windows that allow less than 70% of the light to be transmitted through them, so that the identity of the passengers is not concealed or obscured when viewed from the outside of the vehicle
- 6.5.11. Vehicles must not, under any circumstances, be equipped with, or convey passengers in, inward (side facing) or rear facing seats. Seats must be forward facing and suitable for the passenger to be transported and conform in all aspects to British Safety Standards
- 6.5.12. 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. Transport personnel must ensure passengers are fully secure prior to departure

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- 6.5.13. Vehicles must have all seat belts installed, maintained and used in accordance with current legislation
- 6.5.14. 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
- 6.5.15. A vehicle must display appropriate signs carrying the EU approved "child logo" which will be issued, upon request, by the Council
- 6.5.16. An Accident/Incident recording pack must be kept on board all vehicles to be used on the contract and drivers and passenger assistants must be made aware that this pack must be used in the event of any incident or accident
- 6.5.17. That all vehicles used on a contract have a communication system, which enables communication in the event of an emergency
- 6.5.18. That vehicles used on a contract does not display any publicity material without the prior approval of the Council, nor any publicity or livery on behalf of any other company
- 6.5.19. Vehicles that are constructed or adapted to convey passengers in wheelchairs or buggies are equipped with either tail-lift or ramp facilities that comply with British Safety Standards
- 6.5.20. 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
- 6.5.21. If constructed or adapted to convey passengers in wheelchairs or buggies, 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
- 6.5.22. If constructed or adapted to convey passengers in wheelchairs or buggies, vehicles must provide sufficient wheelchair and passenger restraints to transport all wheelchair passengers 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 passenger 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
- 6.5.23. Vehicles used for transporting children with special needs must not be equipped with grab handles on any passenger seat
- 6.5.24. 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 vehicles specifically adapted to convey wheelchairs or buggies by the Council

6.5.25. 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 passengers when the vehicle is in motion. Such devices must be engaged when passengers are on board

6.5.26. Smoking and vaping is prohibited on all vehicles used for delivering passengers under this contract. 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' (2006) 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 child 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 drivers and passenger assistants 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 and receipt of references
- b) To ensure all drivers and passenger assistants working on Council contracted transport services have Council Authorised Identification clearance BEFORE starting work
- c) To ensure any driver or passenger assistant who is not police or DBS checked, in accordance with the guidelines above, will not be employed on this contract
- d) To ensure that driver and passenger assistant ID badges must be available for inspection at all times
- e) To ensure that the safeguarding responsibilities apply equally to any replacement or temporary drivers and passenger assistants you use on contracted transport services
- f) To ensure that all personnel are aware of their responsibilities and role in the safeguarding of the children on transport
- g) To ensure that all transport personnel clearly understand the need to maintain appropriate boundaries in their dealings with young people and vulnerable adults

- h) To ensure that all transport personnel are aware that innocent comments and/or contact between young people/vulnerable adults can be misconstrued
- i) To ensure that transport personnel never have inappropriate or unnecessary physical contact with young people or vulnerable adults
- j) To ensure that all transport 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 transport personnel are aware of the potential 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 transport personnel do not engage in private or personal correspondence with young people or vulnerable adults by any means, including text messages, internet (especially social networking sites such as Facebook, Instagram, & Twitter etc) or personal email
- m) To convey to transport 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 personnel are aware that they should report any safeguarding concerns they have, regarding the wellbeing of any of the passengers on transport, to the Contracting Council

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

6.6.4. Further safeguarding information can be found at Appendix C

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 stipulated 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 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 Users, 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. The Provider must deal with any complaints received from whatever source in a prompt, courteous and efficient manner.
- 6.8.6. 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/our-performance/customer-promise](#)

6.9. Service Receipting and Self-Billing Process

- 6.9.1. Once a Service Agreement has been created and the service has commenced, Providers are to submit monthly bills (Service Receipts) through SProc.Net. This will be the only way Providers are able to submit invoices to be paid by the Council for the services delivered.
- 6.9.2. The Service Receipts are a record of the service delivered and will be used by the Council to ensure that providers are paid the correct amount. Service Receipts can be submitted on a weekly, fortnightly or monthly on SProc.net and the Council will pay invoices monthly.
- 6.9.3. The Council will raise a Self-bill invoice on behalf of the Provider once the appropriate Service Receipt has been created and confirmed between the parties within SProc.Net.
- 6.9.4. It is the responsibility of the Provider to ensure that days on which 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.

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 drivers and passenger assistants attend if required
- d) Actively encourage Providers to raise the service awareness of their transport 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 users 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 be carried on the vehicle at all times

- f) 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' (see Appendix E) to assist in monitoring the performance of this contract
- d) Undertake formal annual reviews of performance, service delivery and the relationship
- e) Investigate any complaints received about the operation of the service

7.4. Contract Termination and Variation

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

7.4.2. Generally, the contract 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. However, it should be noted that the contract 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 passenger on a route leaves suddenly. For Coaches either party has the option to terminate an individual route with 60 days' notice.

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 Appendix E.

7.5.3. A list of the service credits that will be applied by the Council are included in Appendix E (Performance Points scheme)

7.5.4. If a Provider fails to advise the Council of any changes, for example; a pupil not travelling on the vehicle repeatedly in writing, to the Route Schedule (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 we reserve the right to apply a fine of 100% of the reimbursed value. This may result in 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.

7.5.6. 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.
- 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 will be required to familiarise themselves with the school closures system which provides 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.

7.6. Safeguarding

The Council will:

7.6.1. Administer the Council Authorised Identification Scheme to ensure all drivers and passenger assistants have enhanced level DBS checks, and issue appropriate identification when this process is complete. The Council will not be liable for any costs associated with this process

7.6.2. Issue the Council Authorised Identity Badge or notification of unsuitability within 10 working days of the receipt of an enhanced DBS disclosure. (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 driver/passenger assistant 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

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- 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

8. General Information

8.1. Useful Contacts :

Surrey County Council
Transport Co-ordination Centre (TCC) Contracts & Control Team :

TCC Delivery Team – for operational issues 0208 541 7667

TCC Contracts & Control Team – for contract management and service issues and queries tcc.enquiries@surreycc.gov.uk

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.

Dynamic Purchasing System (DPS)- A Dynamic Purchasing System (DPS) is a completely electronic system used by a Contracting Authority (buyer) to purchase commonly used goods, works or services. Unlike a traditional framework, suppliers can apply to join at any time

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

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

Provider vehicle – means any vehicle that the Council consider appropriate to be used in the performance of this service.

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

Council – means either Surrey County Council,

Council Authorised Identification – means the authorised identification card issued to drivers following a vetting process undertaken by Surrey County 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

Travel Assistance Policy -

https://www.surreycc.gov.uk/data/assets/pdf_file/0008/218357/Home-to-School-Transport-Policy-2020-21.pdf

TCC - means Transport Co-ordination Centre which is part of Surrey County Council and is responsible for overseeing this contract

APPENDIX A

Code of Conduct for Drivers & Passenger Assistants

Please read this document fully before starting work. If you cannot read or understand any part of this document, please speak to your manager and ask them to go through this with you. Your TCC Authorised Identity Badge may be revoked if you do not abide by this code of conduct.

The Transport Co-ordination Centre

County Hall
Penrhyn Road
Kingston upon Thames
KT1 2DY
Tel: 0208 541 7667
(Centre open from 07:30 hrs)



January 2018

These rules and guidelines are in place to protect the passengers that you transport as well as you and your employer.

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Abbreviation guide:

TCC Transport Co-ordination Centre
AIB Authorised Identity Badge
DBS Disclosure & Barring Service
PA Passenger Assistant

1 GENERAL

- 1.1. You are responsible for the safety and care of the passengers whilst they are journeying to and from either the school or service centre on any Transport Co-ordination Centre (TCC) contract. For many, this journey is an important part of their day and it should be as enjoyable as possible.
- 1.2. This Code of Conduct booklet must be carried with you in the course of duties and you must adhere to it – or any revisions or amendments thereto, or any replacement document that may be issued by the Authorised Officer - at all times
- 1.3. All drivers and Passenger Assistants (PAs) will be issued with a TCC Authorised Identity Badge (AIB) by Surrey County Council. This will be issued to you following the TCC's decision regarding your suitability to work around children and vulnerable adults, following the receipt of a Disclosure and Barring Service Enhanced Disclosure Certificate. You must have your AIB on your person at all times whilst working on a TCC contract or booking and it MUST be produced whenever requested to do so by a TCC officer, school or parent.
- 1.4. It is your responsibility to ensure that you receive your AIB before commencing duty. It is also your responsibility to ensure that any conditions attached to your AIB are adhered to. If your employer asks you to carry out a job and you do not have the appropriate clearance for that job, then you should refuse to carry out the job stating the reason to your employer. Both the employer and employee will be held responsible, and it will jeopardise your TCC AIB if you are found working without the appropriate clearance.
- 1.5. You should dress appropriately for the work involved and you should be issued, by your employer, with a High-Visibility jacket which must be worn at all times when you are outside the vehicle.
- 1.6. It is the driver's responsibility to make sure that the vehicle that they are driving is roadworthy, insured, MOT'd, taxed and licensed correctly before working on any TCC contracts.
- 1.7. You must be able to communicate effectively in English with passengers, staff, parents, carers and Surrey County Council.
- 1.8. You should give your contact telephone number to:
 - a) The Transport Officer at the School or Centre
 - b) Your EmployerBest practice would be that the family only have direct contact with your operator and not with you. You should not under any circumstances give your contact number to passengers.
- 1.9. If you are unable to report for duty you must inform your employer immediately.
- 1.10. If you are delayed for any reason by more than 15 minutes you must inform your employer immediately in order that they can let all parties know.
- 1.11. Temporary cover will be provided - where necessary - by your employer.
- 1.12. You must maintain a courteous, professional relationship with passengers, parents, carers, staff and other drivers and passenger assistants at all times. Reasonable requests from staff at schools and other establishments must be accepted. If you do not feel that they are reasonable then you must contact your employer who can discuss this with the TCC. You must not undermine any authority of the staff at any school or establishment.
- 1.13. You must attend an appointment with the Council if instructed to do so by an Authorised Officer.
- 1.14. Before starting the route, you must know the details and needs of the passengers in your care, i.e. where to collect and drop them off, any special requirements, parents' telephone numbers, child seat needed, etc. Make sure that you have received this information from your operator/manager. Under no circumstances should you have to ask a passenger for their address or guidance in finding their address.

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- 1.15. Do not pass on confidential information via text or email as this breaks data protection guidelines. If you need to relay sensitive information (including passenger's names and addresses) this needs to be verbally, hand to hand or on a secure digital format.
- 1.16. If there is a PA allocated to the contract - passenger management in the vehicle is their responsibility. The driver should be allowed to concentrate on driving. The driver is solely responsible for the safety of all passengers, they must make sure they abide to the law of the road and that everyone is securely strapped into the vehicle.
- 1.17. If the TCC arranges any training for the school that you transport to, you must attend, as this training may be vital for the passengers in your care and will assist you in your duties.
- 1.18. You must not smoke, including use of e-cigarettes and vaping, whilst on duty inside or outside of the vehicle, outside a passenger's house or outside a school or centre. Your vehicle (no matter what size vehicle it is) is a designated place of work under the 2007 legislation and to smoke or permit others to smoke is an offence. For the sake of clarity "on duty" is defined as when you start your journey to the first pick until the last passenger is discharged at the last drop off. If you are waiting at schools or other addresses you are still considered to be "on duty". Any time that you are at a school or other establishment you are considered to be "on duty".
- 1.19. All PAs must be first aid trained before starting work on a TCC contract.
- 1.20. You must never give any passengers medication (e.g. paracetamol, ibuprofen or lozenges) unless you are trained to do so and have written permission from the TCC.
- 1.21. You must carry and maintain a Log-Book in the vehicle, in which specific details relating to the passengers needs should be entered, and in which all incidents that occur on the journeys must be recorded. The information recorded is confidential and must not be disclosed to unauthorised personnel.
- 1.22. You must hold a valid vocational license for the type of vehicle you are being asked to drive. Surrey County Council will examine the licenses of all drivers on a regular basis.
- 1.23. You must comply with all national regulations relating to your conduct and the operation of the type of vehicle you are driving. You must not at any time drive in a manner contrary to the Road Traffic Act (or other legislation).
- 1.24. You must carry valid documentation with you on any contract as evidence that you are a licensed driver. If you do not have your Private Hire or Hackney Carriage badge or your driving licence that states your PCV entitlement then you should not work on these contracts.
- 1.25. You must not carry more passengers than the stated capacity of the vehicle. If a PA is carried then that person counts as a passenger.
- 1.26. Drivers & PAs must wear their seat belts when on a TCC contract.
- 1.27. The number of passengers carried must not exceed the number of seats for which lap and diagonal seat belts are available.
- 1.28. It is your responsibility to ensure that you fulfil your responsibilities in conjunction with the Incident and Allegation Process and procedures if told that you are under investigation by an Authorised Officer. (See Section 10 – The Incident and Allegation Process)
- 1.29. It is your responsibility to ensure that you make the TCC aware when you cease to be employed by your nominated Operator.
- 1.30. You must notify the TCC in writing if you change any of your contact details - name, address, telephone number or email address.
- 1.31. You must notify the TCC in writing if there are any changes to your medical condition that have implications on your ability to drive.
- 1.32. You must notify the TCC in writing if you are convicted, cautioned, reprimanded or given a final warning for any offences. Failure to do so may result in your TCC Identification being removed or your next application being declined.

- 1.33. If your employer instructs you to do anything outside of this Code of Conduct you must inform the TCC.
- 1.34. You must follow the Surrey County Council Drug and Alcohol Workplace Policy. (See Appendix B)

2 THE PASSENGERS IN YOUR CARE

- 2.1. Any child under 4 should be in a 5 point harness seat; a child under 6, or under 125 cm, or less than 22kg should be in a high back booster and any child under 12 should be on a booster seat, unless they are taller than 135cm. Please call the TCC for advice if you have any concerns or have not been issued with the correct equipment as not using the correct equipment may result in you receiving performance points.
- 2.2. No child under the age of 8 should be in the front seat of the car and it is recommended that all passengers travel in the back of the vehicle (space permitting). If you do have to use the front seat, due to space, the passenger air bag must be turned off and the seat should be put as far back as possible from the dashboard.
- 2.3. Advice of parents, carers and the school/centre should be sought over the specific passengers in your care. Please be aware that the vast majority of the passengers transported on TCC contracts have special educational needs and disabilities. As such they may display challenging behaviour but this should not always be considered as deliberate misconduct. Your employer is required to undertake recorded introductions with the parents/carers prior to transport commencing to gather information regarding the passenger needs and possible techniques to ensure as comfortable a journey as possible. You will need to be aware of the main needs of the passengers with particular reference to any specific medical or behavioural difficulties.
- 2.4. If any of the passengers fall ill on the journey to or from school you must inform the school/centre or parents.
- 2.5. If the behaviour of any passenger causes you concern you must immediately report the matter to the Head Teacher or Centre Manager. You must not use physical force or offensive language to control the situation. If you have threatened to report misbehaviour, do not fail to do so, in all cases you must inform your employer of behavioural problems which you experience.
- 2.6. Physical restraint should only be used as a last resort, it must not be deliberately painful or dangerous to the child, always try and hold the child's clothing rather than his or her body. You may have a duty of care to use reasonable force towards an individual to avoid them injuring themselves or others. Report any incidents immediately to your manager and the TCC.
- 2.7. If you have any concerns regarding passengers in your care, you should always seek advice from the school/centre or parents/carers and must report those concerns to your employer.
- 2.8. You must treat all information about the passengers you transport and their family circumstances in the strictest confidence. Under no circumstances should such information be passed to a person who is not a member of the school staff or an appropriate officer of Surrey County Council. Under no circumstances should personal information be disclosed in front of the passengers.
- 2.9. You must ensure that no unauthorised passengers travel on your vehicle. If you are in any doubt, please consult the route schedule. If you still have concerns then please contact the TCC who will confirm the passenger details with you.
- 2.10. Do not give passengers any food or drink, as this may lead to immediate emergency situations, e.g. choking, adverse reactions etc., or result in problematic behaviour in the future. Passengers may not bring or consume their own food or drink on your vehicle for the same reason.

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- 2.11. You must not make any unscheduled stops whilst the passengers are on board the vehicle, this includes stopping for fuel or at a shop.
- 2.12. On long journeys it may be necessary to stop for “comfort breaks”, however specific guidelines relating to safe procedures for such an eventuality should be obtained from the school/parents and reviewed with them on at least a termly basis.
- 2.13. Do not cross professional boundaries with the passengers that you transport.
- 2.14. Any physical contact, such as placing an arm on the child’s shoulder or other unnecessary contact is considered inappropriate, although an appropriate level of restraint may be used to prevent personal injury or damage to property. Whilst it is perfectly natural to take an interest in your passengers and empathise with them, it is important for children and young persons to understand that their driver/PA is there to provide a safe and secure environment to and from destinations, and you are asked to avoid fostering relationships that go beyond this. This will help your young passengers to determine and develop their own skills in forming relationships. Under no circumstances is it deemed to be acceptable for a driver or PA to have contact with a young passenger on transport via mobile phone calls or texts, email or social network websites.
- 2.15. Never give your number to the passengers, if the passenger contacts you directly or you suspect that the parent has given your contact details to the passengers, please let your manager and the TCC know immediately as this could result in a serious safeguarding issue. Best practice would be that the family only have direct contact with your operator and not with you.
- 2.16. You should not contact, befriend or accept friend requests via social media sites from the passengers that you transport, or have transported previously, as this is highly inappropriate. We recommend that you review your privacy settings and consider carefully what you publish on social networking sites bearing in mind that people may be able to access your information.
- 2.17. If any child shows signs of trying to establish a closer relationship with you, and particularly one where you feel your professionalism is likely to be compromised, you are required to advise your employer; it is in the best interests of the child and yourself that you do so. It is essential that the TCC is advised of any such concerns immediately, in order that professional assistance can be initiated.
- 2.18. Giving gifts to passengers is strongly discouraged. Any gifts or hospitality offered to you must be reported to your employer and recorded for further action. No gifts must be given directly to the children under any circumstances, but may be passed through the Parents/Guardians, School or Centre for the benefit of the child.
- 2.19. Under no circumstances is it acceptable to purchase or give any smoking materials (tobacco, cigarettes, cigars, papers, e-cigarettes, vaping devices, etc.) to passengers. Any personal smoking materials should be safely locked away from the passengers. If any personal smoking material is taken by a passenger it must be reported immediately to the school, your employer and the TCC.
- 2.20. Drivers and passenger assistants must be pleasant and courteous at all times. Passengers are often vulnerable and the context of conversations can be misinterpreted. Drivers and passenger assistants should be conscious of the language that they use around passengers and should always use respectful language. Drivers and passenger assistants must not discuss any personal topic about themselves or others, nor relay any confidential information to unauthorised persons.
- 2.21. In some instances you must be prepared to act as a messenger between the school/centre and parents/carers as required.

3 AUTHORISED PASSENGERS

- 3.1. Only authorised passengers may be carried on the vehicle. You will have been supplied a schedule detailing the type of transport you are providing, the passengers and pick up points and estimated times on the route (except in the case

of respite and social care transport when this information will be given to you verbally by your employer). You must have this schedule and check, on each occasion, that the passengers boarding your vehicle are authorised to do so. If a child leaves the route or moves you must inform the TCC immediately, if they have moved they may no longer be entitled to transport.

- 3.2. Whether a PA is provided or not, drivers have the responsibility to ensure that all passengers wear their seat belts at all times. Drivers & PAs must wear their seat belts when on a TCC contract. This includes licensed taxi drivers who may be exempt from the legal requirement to wear a seatbelt. The TCC expect you to wear a seat belt to set a good example to the passengers.
- 3.3. It is the parents/carers, school or centre staff's responsibility to arrange for the passengers to get to and from the official picking up and setting down points and the School/Centres responsibility to get the passengers back to the vehicle at the end of the session, but if they don't you need to raise this with the TCC and an element of common sense will need to be used. You may need to make a clear decision about the risk, i.e. where you are parked, does the child need to cross a road, being able to see the child enter the house safely and that someone is there to meet them. Think about the passenger's needs and your surroundings at all times.
- 3.4. It is the drivers or PAs responsibility to make sure that the child is handed over to a responsible/named adult at the school and at home. If parent/carer has instructed anything different this must be in writing and agreed by the TCC. It is the parent's responsibility to be at home or at the agreed drop off point on time. If they are not present, you must call the TCC for advice. A child must never be left on their own.
- 3.5. There must be a maximum of three drivers only per term so that passenger(s) maintain continuity with drivers. If the route has been allocated with a PA, a maximum of three only per term should be deployed, so that passenger(s) maintain continuity with their PA.

In the case of Mainstream Education Coach Contracts:

- 3.6. You must carry the up to date pupil list for the contract.
- 3.7. You must check on each occasion that passengers board your vehicle that they have a current valid pass for the journey being made. Other children may sometimes present a letter of authority to travel as from time to time the TCC authorise one off trips for passengers, which is organised in conjunction with your employer. These passengers should be carried provided there is room on the vehicle. You should never exceed your capacity and no child should be standing or sharing a chair.

In the case of a Mainstream Education Coach Contract involving Primary School Children:

- 3.8. In the case of very young children it is primarily a parental responsibility to make sure that the child is not left unattended at any stop. However if for some reason a child is not met at the correct set down point you must contact the Transport Co-ordination Centre immediately who will endeavour to contact the parents. You may continue with the route. Once the last passenger has been discharged and the parents still have not met the coach along the route or indeed been contacted, you must contact the school again to inform them that you are taking the child to the nearest social services department (before 5pm) after that the child may be left at the nearest Police Station. Please ensure that you have let the school or TCC know of your actions. This must only be done as a last resort as it is very distressing for the child who is then regarded as abandoned.

4 CONDUCT OF PASSENGERS

- 4.1. It is important to remember that the majority of our passengers have special educational needs or a disability and consequently any challenging behaviour exhibited is unlikely to be deliberate misconduct.
- 4.2. Always ensure that passengers do not interfere with emergency exits or other safety features.
- 4.3. If you are faced with a serious case of misconduct, you must not remove a passenger from the vehicle at any point other than his/her normal alighting place, unless the safety of your other passengers is put at risk. Any action taken should be via the issuing of verbal instructions and not physical force or offensive language. The TCC should be informed as soon as possible and any action against offenders will be carried out through the school/centre.
- 4.4. If a passenger misbehaves you should advise your employer immediately. They in turn will contact the TCC.
- 4.5. Your employer must be given full written details of the incident as soon as practicable after the event.
- 4.6. If your vehicle is vandalised in any way, make sure you report the damage to the Head teacher or Centre Manager and your employer immediately.
- 4.7. If the behaviour of a passenger is untenable, you should immediately report the incident to the Head Teacher or Centre Manager and your employer. The driver should then decide whether you should continue to the home address or school, whichever is the nearer. Further training may be needed to help you look after the passengers and may be able to be arranged by contacting the TCC.

In the case of Special Needs Education Contracts:

- 4.8. If a passenger demonstrates challenging behaviour you should also advise the School as soon as is practical.
- 4.9. Further training may be needed to help you look after the passengers and may be able to be arranged by contacting the TCC.

In the case of Mainstream Education Coach Contracts:

- 4.10. If an incident occurs on the journey to school you should immediately report the incident to the Head teacher or Centre Manager and your employer and you must continue to the school
- 4.11. If an incident occurs on the return journey from school and you are nearer to the school than the drop off point you may return to the school. You must contact the school and summon school staff for help.

5 THE JOURNEY TO AND FROM THE SCHOOL / CENTRE

- 5.1. Where a vehicle collects a passenger from the home address, the parents/carers should take the passenger to the vehicle. You must keep passengers already seated in the vehicle under constant supervision and not leave them unattended at any time. You will be expected to help passengers into and out of the vehicle and take all reasonable precautions to ensure their safety before and after they have alighted from the vehicle. PAs and drivers must not lift passengers.
- 5.2. You must ensure that passengers board and leave the vehicle in an orderly manner.
- 5.3. Passengers travelling in mini buses or coaches must be instructed not to stand or walk along the aisle while the vehicle is in motion. All passengers, including a PA (if provided), must be seated with seat belts deployed when the vehicle is in motion.
- 5.4. The front seats in saloon, MPV or minibus should only be used when all the rear seats are taken. The most responsible passenger (over the age of 8) should then fill it. Each passenger must be seated in his/her own seat and restrained by a seat belt (a lap and diagonal belt in vehicles up to 16 seats or a lap belt as a minimum in vehicles over 16 seats). The PA should always sit with the passenger entitled to an

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PA. The PA should not sit in the front of the vehicle unless in an emergency, or agreed by the TCC.

- 5.5. It is highly recommended that all mobile communication devices are put away whilst transporting TCC clients. You should never take photographs of any passengers or let them play with your phone on transport as they may access personal and inappropriate information.
- 5.6. Since the 1st of December 2003, it is an offence for a driver to use a mobile communication device without hands free technology. If in an emergency a driver does need to take a call then this must be done using a hands free device and kept to a minimum. PAs (if one has been allocated to the route) may place and receive calls in the performance of their duties.
- 5.7. Any equipment (e.g. a special seat) that is required by a passenger during the journey to and from the school/centre should be handed to you by the parent/carer at the beginning of the day and returned to the parent/carer at the end of the day. On occasions, some vehicles (i.e. minibuses) may not be used for other work during the day; in this case equipment may stay on the vehicle. At the end of term/half-term any equipment should be left with the parent/guardian.
- 5.8. If a parent states that the equipment that the TCC has provided is not needed please confirm this with the TCC first. Parent would need to give written consent to the TCC if equipment is not to be used.
- 5.9. You should ensure that no passenger enters or leaves the vehicle whilst it is in motion and that all child locks are engaged at all times in vehicles that have them. Please be aware that child locks should be engaged irrespective of if your vehicle has motion sensitive automatic locks.
- 5.10. The route must not be altered particularly in respect of pick-up or set-down locations or times without the prior permission of the TCC. If the route is running over the allotted 75 minutes please inform the TCC and we would look at revising the route.
- 5.11. Try not to arrive too early, but if the vehicle arrives at the School/Centre before the official starting time, please keep the passengers on the vehicle until a member of staff is ready to receive them.
- 5.12. Before leaving the school/centre on the homeward journey, please make sure that you have accounted for all the passengers delivered to school/centre in the morning and any part-time passengers who may only travel on the return journey. In all cases, school staff will be expected to deliver passengers to your vehicle.
- 5.13. Passengers may be allowed to leave the vehicle only at the agreed dropping off point. If a parent requests anything different this must be in writing and agreed by the TCC.
- 5.14. Your duties do not end until the last passenger has been discharged, on no account should this duty be delegated to any other person.
- 5.15. If you take the vehicle home, please ensure that it is parked in a courteous fashion. If the TCC receive a complaint, we will contact your employer and you will be expected to move the vehicle.

Carriage of luggage:

- 5.16. You are required to carry all items of passenger luggage, stowing them where necessary in luggage racks or compartments. Take care to ensure that luggage does not obstruct emergency exits and do not allow it to be left in the gangways. If you have a particular problem with items of luggage on a regular basis your company should contact the TCC for advice.
- 5.17. Lost property should be handed to your operator and stored safely so it can be safely returned to the owner.

Observations, inspections and surveys:

- 5.18. You must co-operate with authorised Council Officers or Agents who will board your vehicle occasionally to monitor the operation or carry out surveys. You may be

asked to supply your name, address, date of birth and licence details that may be later checked against your employment records with your employer and/or licensing authority. Non co-operation or rudeness/unhelpfulness will result in performance points and may result in you losing your badge. If you are asked to wait or stop then you must follow this instruction.

Pick up and Setting Down Points - Mainstream Education Coach Contracts only:

- 5.19. Passengers may be unpredictable and you should approach each stop slowly and with care, particularly if groups of passengers are standing close to the kerb. Passengers may only board or alight when the doors of the vehicle are adjacent to the kerb. Passengers should be discouraged from crossing the road until the vehicle has departed from the stop.
- 5.20. Education vehicles must not enter school grounds unless authorised to do so by the Head teacher. When in the School grounds vehicles must not exceed 5 mph.
- 5.21. No reversing manoeuvre should be carried out unless the turning area is completely clear of passengers or other pedestrians, in certain establishments a “banksman” will be on duty, in order to assist with marshalling duties. The directions of the “banksman” must be strictly followed at all times. In confined spaces take care to avoid damage to property including flowerbeds and lawns, etc.

6 THE ROUTE

- 6.1. **Before the route starts your operator should confirm with the family/carer what time you will be collecting and dropping off the passengers. If the times are not suitable discuss this with your operator.**
- 6.2. You must not accept any instruction which alters the contract journey without prior confirmation from the TCC. Under no circumstances should you accept instructions from the passengers. Also parents’ needs are not a priority, for example we should not be altering the route so the parent can get to work on time. If this is requested please refer the parents to the TCC.
- 6.3. If the vehicle is running late (in excess of 15 minutes) for any reason - e.g. poor weather conditions, congestion etc – contact your employer, who will in turn contact the TCC.
In the case of Mainstream Education Coach Contracts:
- 6.4. There is no additional waiting time allowed on routes. The vehicle should leave the stop at the scheduled time where possible.
In the case of all other Education Contracts:
- 6.5. If the passenger is not present the vehicle should wait 5 minutes beyond the planned pick up time. Please be respectful of the passengers needs, if there is a one off situation you should not just leave without speaking to the parent first, if they are consistently late speak to the parent and explain your rules. If the situation does not improve this should be reported to your employer and the TCC. If the school are letting the children out late, please speak with the school or with the TCC.
In the case of Respite transport:
- 6.6. The vehicle should wait 5 minutes beyond the scheduled pick-up time, after which time contact must be made (through your employer) with the TCC who will give further directions. You must not leave without the passenger(s) until directed to do so by the TCC.
In the case of all other Social Care transport:
- 6.7. There is no specified waiting time on routes. If the passenger has not presented themselves in a reasonable amount of time contact must be made (through your employer) with the TCC who will give further directions You must not leave without the passenger(s) until directed to do so by the TCC.

7 ACCIDENTS, BREAKDOWNS AND EMERGENCIES

- 7.1. **In a case of a medical emergency you must call for the Ambulance Service to attend immediately.**
- 7.2. In the event of problems during the journey, the PA should stay with the passengers and the driver should deal with any traffic or vehicle problems.
- 7.3. Incidents and accidents, regardless of how minor they may be, must be reported to the Head Teacher/Centre Manager and your employer immediately. Your employer is responsible for notifying the TCC, who will then confirm the arrangements to communicate this to the parents/guardians.
- 7.4. In case of any incident involving fire on the vehicle you must call for the Fire Service to attend.
- 7.5. In the event of an accident:
- If a passenger is seriously injured (and you are not injured and able to provide care), he/she must **NOT** be moved unless there is a further risk from fire or accident. If possible, cover the passenger with something warm.
 - Where possible get a bystander to telephone for an ambulance and the police. If this is not possible you should do this yourself.
 - Other passengers must be supervised and placed away from any risk whilst care is taken of the injured passenger(s).
- 7.6. Inform the School/Centre that an accident has occurred; they will make arrangements to contact the passengers' parents/carers. Ensure that your employer is informed as quickly as possible.
- 7.7. A full written report must be given to your employer as soon after the event as possible.
- 7.8. Do not make any comment concerning who was responsible for the accident. The relevant authorities will determine this in the light of the full facts.
- 7.9. If your vehicle has a breakdown, or you are a seriously delayed, you must inform your employer immediately in order that a replacement vehicle can be arranged.
- 7.10. If a PA is on the vehicle they should be aware of what to do in an emergency situation if the driver were taken ill. This includes, but is not limited to, the engine cut-off procedure, the wheelchair restraint procedure and how to summon assistance from the operator and other parties.

Emergency Evacuation:

- 7.11. Passengers where possible must evacuate the vehicle speedily (and in an orderly manner) in the event of an emergency, as follows:
- Help the passengers leave the vehicle as quickly as possible – without running – by either the entrance/exit or emergency doors as directed by the driver or PA.
 - Leave all belongings on the vehicle
 - Assemble as quickly as possible at a point a safe distance from the vehicle where there is no danger from traffic or other hazards. Account for all passengers.
 - Remain at the assembly point until directed otherwise by an authorised person.

8 UNFORSEEN CIRCUMSTANCES

- 8.1. From time to time (such as in cases of extreme weather conditions) it may not be possible for you to operate the service normally. In these circumstances you should consult your employer for advice. Under no circumstances should you accept instructions from passengers.

9 THE VEHICLE

- 9.1. The vehicle shall at all times be maintained in a proper and roadworthy condition and kept clean, comfortable, heated and ventilated.

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- 9.2. The vehicle must be appropriately licensed or permitted and the licence or permit must be displayed as per the terms of that licence or permit.
 - 9.3. The driver must be appropriately licensed to drive that vehicle.
 - 9.4. The vehicle shall have suitable adequate heated and ventilated or air conditioned accommodation for the number of passengers to be conveyed and shall provide suitable protection against wet and inclement weather, and must comply with the number of seats required by the contract.
 - 9.5. The vehicle must not, under any circumstances, be equipped with, or convey passengers, in inward (side facing) or rear facing seats.
 - 9.6. The vehicle must display signs carrying the EU approved child logo when conducting transport on behalf of the TCC, to be provided on request by the Authorised Officer of Surrey County Council.
 - 9.7. The vehicle must carry a fire extinguisher and first aid kit.
 - 9.8. The vehicle shall not be fitted with smoked rear or side windows that may conceal or obscure the identity of the passengers when viewed from the outside of the vehicle.
 - 9.9. The vehicle shall, if the contract vehicle is a motorcar, be fitted with childproof locks (or central locking override switch controlled by the driver) on rear passenger doors to prevent opening by passengers. Such devices must always be engaged when passengers are on board. Motion sensitive automatic locks are not suitable on their own.
 - 9.10. The vehicle shall have all seat belts installed, maintained and used in accordance with current legislation. In a vehicle of up to 16 seats these must be lap and diagonal seat belts. Vehicles over 16 seats must have lap belts as a minimum. It is the driver's responsibility to ensure all passengers wear seat belts
 - 9.11. You must ensure that all passengers have clear direct access to the main exit. Folding seats, luggage or equipment should not block the main exit.
 - 9.12. The vehicle size is not an acceptable reason for not using the correct safety equipment or for the PA not sitting in the back of the vehicle with the passengers.
 - 9.13. You must ensure that all passengers are seated in forward facing seats. Under no circumstances should passengers be conveyed in inward (side facing) or rear facing seats.
 - 9.14. You should only be advertising the company that you are employed by for the school route, performance points will be issued if you are advertising any other company on the side of your vehicle.
 - 9.15. If you have any concerns regarding the upkeep or safety and reliability of the vehicle, including harnesses, seats and seat belts you should initially inform your employer and if no action is taken (or you feel the action is inappropriate and your employer will not address matters satisfactorily) you may contact the TCC who will investigate the matter and take appropriate action.
 - 9.16. Any incident caused by a malfunction or inappropriate application of any equipment on the vehicle must be reported to your employer.
 - 9.17. Complaints from parents or carers about the transport provided should be referred initially to your employer, who must inform the TCC.
- If your contract involves the carriage of wheelchair passengers:**
- 9.18. If you are allocated to a route which involves the carriage of wheelchair passengers, it is important that you are aware of the safety precautions that must be taken. It is the driver's responsibility to ensure that the wheelchair is secured to the vehicle by means of the approved four point restraint system, and that the passenger is securely fastened in a separate lap and diagonal seat belt and you have a duty of care to ensure that the restraint and seat belts are secure. This type of transport is likely to involve the use of a mechanical tail (or side mounted) lift fitted to the vehicle. Your employer will give you familiarisation training on the correct use of the equipment and you must be confident and knowledgeable of using the equipment in

a safe manner. If this training is not given to you before you start the contract you must report this to the TCC.

- 9.19. The Safe use of the Tail Lift (or Side Access Lift):
- Passengers being loaded through the rear door on an access lift must face forward
 - Passengers being loaded through the side access doors on an access lift must face across the vehicle during the lifting process only.
 - Once positioned on the lifting platform, the brakes of the wheelchair must be fully applied
 - Remove and store all bags travelling with the passenger, they must not be hung on the wheelchair.
 - If space allows the driver must accompany the passenger on the lift
 - Ensure that the lift mechanism is not accessible to the passenger, and that their clothing cannot become entangled in the mechanism
 - Passengers in motorised wheelchairs should not, where possible, be in control of manoeuvring the wheelchair onto the tail lift or ramp. Where this has to take place, the driver must ensure that there are appropriate controls in place and clear direction to the passenger in order to avoid any accidents.
 - When completing this operation you must give your full attention to your duties.
- If you have any concerns regarding equipment, please contact the TCC, whose contact details are on the front page of this booklet.

10 THE INCIDENT AND ALLEGATION PROCESS

- 10.1. Surrey County Council has a duty of care to those passengers that it provides transport for. Therefore should an incident occur or an allegation be made against an individual the TCC or an appropriate authority will conduct a full investigation.
- 10.2. During the course of this investigation the individual(s) in question may be suspended wholly at the discretion of the TCC in order to eliminate any further risk to passengers or the individual(s) in question. This suspension will be communicated to the individual and the operator, but in some circumstances the reasons for the suspension will not. This is to prevent the investigation being compromised.
- 10.3. Suspension should be seen as a neutral act and not as a disciplinary sanction. The investigation should avoid unnecessary delays and seek to conclude the case within a reasonable timescale.
- 10.4. When suspended the individual(s) under suspension must not work on any TCC contracts or bookings. Failure to do so will result in revocation of the TCC Identification (AIB).
- 10.5. The individual MUST return their AIB to the TCC so that they do not have the identification required to work on TCC contracts or bookings. Failure to do so will result in revocation of the AIB.
- 10.6. When the TCC or the appropriate authority has completed the investigation and come to a satisfactory conclusion the TCC will either return the AIB to the individual or the AIB will be revoked.
- 10.7. This decision can be appealed if the individual wishes to do so.

11 MANAGEMENT OF CONTINUED SUITABILITY – THE PENALTY POINTS SYSTEM

- 11.1. The issue of an Authorised Identification Badge does not preclude the Council from reviewing the holder's suitability to hold a badge at any time during its currency, at its sole discretion. An individual's suitability to continue to hold an AIB is managed by the TCC Contracts & Control Team, using the penalty points system. Accrual of

12 penalty points or more will lead to the immediate suspension of the AIB for a minimum period of two years and may affect the individual's suitability to hold a badge in the future. Any penalty points accrued by the individual will be considered by the TCC when examining an application to renew a badge and may result in refusal.

- 11.2. An Authorised Officer of the Transport Co-ordination Centre will issue performance points when an offence has been witnessed by an Authorised Officer or agent of the Council and/or admitted by an individual.
- 11.3. In some instances points will be issued after a conviction, caution, reprimand or warning. The amount of points issued in these instances will be at the discretion of the TCC Contracts and Control Team Leader.
- 11.4. Individuals will be told verbally of the issue of points at the scene if possible. If this is not possible then the individual will be notified verbally by phone or in writing by email or post.
- 11.5. The individual's Operator will be notified when Performance Points have been issued and the amount of points added, so that they can effectively manage your performance.
- 11.6. Points will be cumulated over a two-year rolling period from the date of the issue of the notice.
- 11.7. When an individual cumulates a total of 12 points within a two year rolling period they will be placed under suspension and their TCC AIB should be returned to the TCC. It should be considered that by reaching 12 points the individual has failed to meet the service standards required by the TCC and the AIB should be revoked.
- 11.8. The individual may request a disciplinary hearing in front of two transport officers, so that the individual may present their case as to why their AIB should not be revoked. If a disciplinary hearing has not been requested within 28 days of the notification of the Penalty Points then the case will be considered closed and the TCC AIB will be considered as revoked.
- 11.9. If a disciplinary hearing has been held then the final decision will be put in writing to the individual.

Appeals Process

- 11.10. If the individual wishes to appeal against the decision made by the two TCC officers at the disciplinary hearing, then they must do so in writing within 28 days of the notification of the outcome of their disciplinary hearing including any mitigating circumstances that should be considered. The initial appeal will be directed to the Contracts & Control Team Leader for consideration (stage 1). After a further hearing, the individual will be notified of the decision. If the individual is not satisfied with the decision of the Contracts & Control Team Leader at stage 1, a further appeal (stage 2) can be requested in writing within 28 days of the notification of the outcome of their appeal hearing including any mitigating circumstances that should be considered. The stage 2 appeal will be conducted by an appeal panel of 2 or 3 people consisting of the Group Manager for Travel and Transport, with either a member of Legal Services and/or an officer from Adult Services or Children's Services. Their decision will be final and binding.
- 11.11. Appeals will include a formal interview / discussion with the individual about the incident(s) in question, the basis of the original decision taken by TCC officers and any other mitigating circumstances. An authorised officer of the TCC, preferably, but not necessarily, one of the officers who made the original decision, will also attend during the appeal process, so that they can give their professional opinion and explain to the Team Leader or Chair of the appeal panel the basis for the original decision to suspend and, where applicable, their opinion on the impact of any new information provided by the applicant.

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11.12. Once a two-year period has passed those points will be wiped from the individuals record, however a copy of the notice will remain in their file indefinitely and may be taken into consideration for future applications.

FAILURE BY DRIVER OR PASSENGER ASSISTANT

The supplier is responsible for the fulfilment of their contracts and the actions of their staff, and consequently suppliers will also receive penalties if their driver or PA are found to have failed to meet the required standard whilst undertaking a TCC contract. The penalty points applicable to the driver or PA will be:

CODE	OFFENCE	POINTS APPLIED
ST01	Failure to keep the interior and exterior in a clean and tidy condition, odour free (including smoke) and free from obvious damage	4
ST02	Driving a vehicle on TCC contracts that is not in a roadworthy condition	12
ST03	Failure to display Private Hire/Hackney Carriage plates , PCV disk or Section 19 permit	6
ST04	Failure to carry a fully charged fire extinguisher or a first aid kit on the vehicle.	2
ST05	Failure to provide valid Hire & Reward Insurance within 7 days of a request to do so from an Authorised Officer.	6 (plus immediate suspension until proof is rec'd)
ST06	Using an unlicensed and/or uninsured vehicle	12
ST07	Failure to present a vehicle for inspection at a time, date and place designated by an Authorised Officer	4
ST08	Failure to display the "School Bus" sign or the EU-approved child logo sign in the vehicle when conducting TCC contracts	2
ST09	Failure to remove the "School Bus" sign or the EU-approved child logo sign in the vehicle when not conducting TCC contracts	2
ST10	Failure to ensure that no passenger under 8 years old will travel in the front seats (Taxis and Minibuses only)	8
ST11	Failure to apply and maintain wheelchair tracking and/or securing systems appropriately	8
ST12	Failure to use, correctly apply or maintain any other equipment used in the TCC contract including child seats	6
ST13	Failure to make sure that the passengers are wearing seat belts whilst on transport	8
ST14	Failure to notify the TCC that a child car seat is required, or that a car seat is inappropriate for a particular child	4
ST15	Vehicles on our contracts displaying advertising of a company that is not operating the route	4
ST16	Failure to report an accident, incident or supply a written report to the TCC. (Verbally within 2 hours - Written within 48 hours)	6
ST17	Being under the influence of alcohol or drugs whilst on duty, or carrying alcohol or drugs in the vehicle	12
ST18	Failure to be clean and presentable whilst working, including body odour (Clothing must be clean, smart casual as a minimum) and secure footwear suitable for driving must be worn	4

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ST19	Failure to reasonably assist passengers without good cause	6
ST20	Driving a licensed vehicle without holding the appropriate driving licence/category	12
ST21	Making an unscheduled, non-emergency stop with passengers on board	6
ST22	Failure to notify change (within 7 days) of address, telephone number, email address or Operator employed by	4
ST23	Failure to notify change (within 7 days) of medical condition which may affect the ability to drive	8
ST24	Failure to notify after a criminal offence has been committed (including convictions, cautions, reprimands, or final warnings which would not be filtered in line with current guidance).	6-12 (dependant on offence)
ST25	Failure to produce a valid DVLA Driver's Licence within 7 days of a request to do so by an Authorised Officer	6 (immediate suspension after 7 days)
ST26	Failure to have a valid TCC Authorised Identification Badge on board the vehicle whilst working on TCC contracts (or without written exemption)	4
ST27	Failure for an individual to have completed their application and been issued with their TCC Authorised Identification Badge before working on TCC contracts	12
ST28	Failure to have a valid Private Hire/Hackney Carriage badge (if appropriate) on board the vehicle whilst working on TCC contracts (or without written exemption)	4
ST29	Making a false statement or withholding information to obtain a TCC Authorised Identification Badge	12
ST30	Driving in a manner contrary to the Road Traffic Act (or other legislation) whilst working on TCC contracts	12
ST31	Using threatening, intimidating or offensive language or behaviour	9
ST32	Working outside of any conditions imposed on their TCC Authorised Identification Badge	12
ST33	Failure to inform the TCC of changes to the route or passenger details (including non-attendance or leaving)	4
ST34	Transporting unauthorised passengers	6
ST35	Working without a valid TCC Authorised Identification Badge	12
ST36	Failure to abide by an instruction of an Authorised Officer	6
ST37	Failure to ensure that child passengers are handed over to an appropriate responsible adult	12
ST39	Smoking whilst on duty during a TCC contract	4
ST40	PA sitting in the front of the vehicle during a TCC contract	6
ST41	Leaving the vehicle whilst passengers are on board	8
ST42	Having passengers personal contact details or contacting passengers via phone, text, email, social network	12
ST43	Giving money or gifts of any description to passengers without prior permission from parents/guardian	12
ST44	Giving smoking materials to a passenger or allowing passengers access to smoking materials or failing to	12

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	report theft by a passenger of smoking materials or any other items	
ST45	Any other offence as deemed by the appropriate Authorised Officer	1-12 (dependant on offence)

12 LIABILITIES: TCC AUTHORISED ID BADGE SCHEME

- 12.1 The TCC AIB scheme is for the purpose of assessing and managing applicants' suitability with the paramount consideration that the individual should be a fit and proper person to be granted a position of responsibility involving unfettered, unsupervised access to children and vulnerable adults. It is not to provide employment to those in the driving trade and does not present a guarantee of employment, or continued employment, by an operator for provision of the services.
- 12.2 In circumstances where the council has to suspend a badge to investigate complaints or allegations, the Council will not compensate that person for any alleged loss of income, or any other costs howsoever arising, for the period of suspension. This will be the case even if the allegations prove to be unfounded. This will also apply for any period in circumstances where the Council decides to withdraw the badge altogether. Equally the Council will not compensate for any period that an application, or an appeal is being considered. The Council's duty of care towards vulnerable groups is paramount and must always be the guiding principle for any of its decisions.
- 12.3 If an applicant / holder of a badge pursues points on an appeal against a decision by the Council not to grant or renew a badge that will result in the Council incurring significant additional costs which are unreasonable, the Council may at its discretion refuse to incur those additional costs unless the applicant (or the operator putting the applicant forward) wishes to fund those costs.
- 12.4 If an applicant / holder of a badge pursues vexatious appeals against a decision by the Council not to grant or renew a badge, the Council may at its discretion refuse to continue further with the appeal, or claim any costs it has incurred from the applicant (or the operator putting the applicant forward).
- 12.5 If the services of an operator, for whom the holder of a badge works, are terminated for any reason, the Council will not accept any financial liability towards the holder of the badge and will be under no obligation to find them alternative work.
- 12.6 The Council will not accept liability for any expense derived from an overlapping of badge clearances due to the variable length of this process

APPENDIX A: Good Practise Guidelines for Passengers with Special Requirements

In a case of a medical emergency you must call for the Ambulance Service to attend immediately.

ASTHMA

Asthma is one of the most common diseases in children and affects one in ten. With the correct treatment, it is manageable and children lead almost unaffected lives. Common treatments include aerosol puffers or dry powder inhalers. Ensure you are aware which children you carry on transport that might require medication. Children are often able to take their medication themselves without assistance.

For very young pupils, medication may have to be carried by the PA and handed to the school, clearly marked with the child's name and dosage to be taken. You can assist the child by ensuring the inhaler is taken quickly and inhaled correctly. Always stay calm and reassure the child, make sure to ask what help they need.

Report both the attack and the medication taken to the school or home immediately on arrival.

AUTISM

Autism is a language/communication disorder, which is often accompanied by obsessional behaviour. Pupils tend to have little involvement with other passengers and have little or no play. Changes in any form may be distressing to the pupil and it is always important to tell them what is happening, if possible beforehand, as this will often avoid unnecessary stress. Pupils are easily upset if their routine is changed, e.g. the vehicle arrives at a different time with an unfamiliar driver or PA, and even a change in the route itself may cause anxiety to an autistic pupil.

PAs must be constantly aware that these pupils may run away at any time. Signs and symbol cards are often used with these pupils, and it would be of great benefit if you obtain the assistance of the school to give you basic signing skills or symbol cards to enable you to communicate with the pupil.

Autistic children are extremely sensitive, and will pick up any facial expressions or body language that you exhibit whilst on transport. They may not understand the emotions behind facial expressions and as a result become anxious and confused, always maintain a quiet, calm and firm approach. Ask the School staff about your children's likes and dislikes, and whether there is any additional information that they may share with you, in order to maintain a happy and pleasant journey to and from school.

EPILEPSY

Epilepsy is the most common serious neurological condition that affects people of all ages. A seizure (sometimes referred to as *fits, turns*) is the outward symptom of underlying abnormal brain activity. There are many different causes for this brain activity, and it is not always possible to give a reason for why seizures begin, or why they continue to occur.

Seizures

Epilepsy is the tendency to have repeated seizures that originate in the brain. Having one single seizure does not mean a patient has epilepsy. Seizures must be recurrent to consider a diagnosis of epilepsy, together with a detailed medical history and medical investigation. Seizures take many different forms but some people will appear to have similar seizure types and this will depend on the underlying cause. Several different types of seizures may be

experienced. Patients may experience seizures at any time of the day or night and these are divided into:

- Awake seizures, where the patient is fully awake prior to the seizure
- Sleep or nocturnal seizures, these are seizures that occur during sleep. This may be during normal night sleep or snoozing during the day.

Classification of Seizures

The current method of classifying seizures is based on the nature of the seizure instead of the underlying cause. This method divides seizures into two groups depending on how much of the brain is involved.

1. Partial seizures
2. Generalised seizures

There are three types of partial seizure:

- Simple partial seizures
- Complex partial seizures
- Secondary generalised seizures

Simple partial seizures

In simple partial seizures the epileptic discharges are confined to a small area of the brain. Consciousness is not impaired in these seizures and normal awareness is maintained. Reactions may include jerking of a limb, posturing, or numbness and tingling of a part of the body. Sensations such as fear, a rising feeling in the stomach, recall of past memories, or taste, smell and auditory and visual hallucinations may occur. These manifestations can sometimes act as an aura or warning and may occasionally be the first phase of a complex partial seizure.

Complex partial seizures

These most commonly occur in the temporal lobe. In these there is an alteration of normal alertness and awareness. Complex partial seizures may, but not always, start with a simple partial seizure and then develop. During complex partial seizures there may be an automatism. These usually consist of repeated semi-purposeful motor actions, such as chewing, lip smacking, grimacing or other facial expressions or making brushing movements with the hands or rubbing them together, and fiddling with objects. Some patients may chatter a lot but are clearly confused, whilst others make lots of mumbling incoherent sounds. It is not uncommon for the patient to wander or run off. This can be potentially dangerous, as the patient has not usually fully regained consciousness enough to maintain his or her own safety. The patient may appear to be confused which can be mistaken for drunkenness or being under the influence of drugs.

Secondary generalised seizures

Consciousness is lost with these seizures and these can manifest from a simple partial seizure or complex partial seizure and will usually take the form of a tonic clonic seizure. Secondary generalised seizures rarely present as tonic or atonic seizures (see below).

Generalised seizures

In these seizures the whole of the brain is involved and consciousness is lost.

- Absences
- Myoclonic
- Atonic
- Tonic
- Clonic
- Tonic Clonic

Absences

Previously called petit mal, these occur almost exclusively in childhood and adolescence. The patient suddenly stops what they are doing, stops talking, and appears blank and stares. Eyelids may flutter or nodding of the head may occur. The seizure lasts only a few seconds and often goes unrecognised. Even the child having these attacks may not notice them. Teachers may report a child is daydreaming or having difficulty concentrating.

Myoclonic seizures

These are very brief, abrupt and involuntary movements, which may involve a part or whole of the body. The patient may appear to drop something, flinch, stumble or fall for no apparent reason. These usually happen shortly after waking, especially within the first hour. Injuries such as scalds are not uncommon

Atonic seizures

Sometimes referred to as drop attacks, these involve the sudden loss of muscle tone causing the patient to crumple to the floor. There are no other movements and the patient is usually able to get up very quickly. No impairment of consciousness is evident and the seizure is quickly over before the patient hits the floor. Unfortunately this results in the patient feeling the whole impact of the fall. In these types of seizures injuries often occur to the knees and ankles and occasionally to the head.

Tonic seizures

With these seizures, there is a sudden increase in muscle tone of the body and the arms and legs become rigid. There is no rhythmical jerking. The patient will usually fall heavily backwards or forwards, if standing. Injury is very common and these tend to be to the front or back of the head.

Tonic clonic seizures

This is the most dramatic form of seizure and is most people's perception of epilepsy. Convulsive seizures were in the past called grand mal fits. There is usually no warning. The patient may cry out as the air from the lungs is expelled through the voice box. The body stiffens and the patient will fall to the floor, if standing. Breathing may cease and the patient becomes pale or cyanosed (skin turns bluish). Incontinence of urine, faeces, or both as well as tongue biting may also occur during this phase. This is the first phase of the seizure, called the tonic phase, which then progresses quickly onto the second phase, which is the clonic phase. Breathing becomes laboured and salivation occurs in conjunction with the muscles rhythmically contracting and relaxing, which is the jerking (clonic) movement of the limbs.

This phase is usually followed by a period of stertorous breathing (snorting noise) when the patient may progress into a deep sleep. This sleep may sometimes be misinterpreted as an unconscious state. Drowsiness, confusion and a headache are also common after the seizure. Full recovery can take a few minutes to several hours. Patients feel no pain during the seizure and will have little or no memory of what happened but may feel very tired and ache following the seizure.

Unclassified seizures

These are seizures that do not fit into any of the above categories even after extensive investigation, because of incomplete data being available.

What to do

If you see a seizure keep calm and keep others from acting rashly. It is often not necessary to do anything, other than ensure that the person is out of harms way. Move them only if there is an imminent danger from traffic, sharp objects or other obvious danger. Let the seizure run its course and observe these simple rules:

- Cushion the head with something soft (a folded jacket will do)

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- Do not physically restrain the patient, as he/she may be confused. The seat belt should remain fastened.
- Tilt the patient's head back slightly to ensure that the airways remain clear.
- Loosen tight clothing around the neck and remove spectacles if worn. This should be done carefully as the patient may be confused.
- Stay with the patient until recovery is complete.
- As much as possible, provide privacy and offer assistance if there has been any incontinence

Do not

- Put anything in the mouth
- Restrain or restrict movements during the seizure
- Give anything to drink
- Move the person, unless in danger.

Emergencies

It is not usually necessary to call for a doctor or an ambulance when a patient known to have epilepsy has a seizure, which follows their usual pattern.

Call an ambulance if:

- A seizure or convulsion lasts more than 5 minutes or longer than is normal for the patient.
- One convulsive seizure follows another without the patient recovering in between.
- The patient has a serious injury or concussion is suspected;

COMMUNICATIONS

It is important to remember that you have an essential role to play in passing communications between home and school. This will involve confidentiality, tact, diplomacy and respect. No information should be passed onto any other person other than other than an authorised member of the school staff, or a Surrey County Council Transport Officer.

DIGNITY

Children must be treated with dignity at all times. Always treat a child in an age appropriate way, for example, it is not acceptable to use a babyish way of speaking to a teenager simply because they may have learning difficulties, this causes embarrassment and may make it harder for the child to grow up and develop new skills. Pupils must always be spoken to in a sensitive and constructive manner. Be aware if discussing a child's behaviour or disability, to ensure that this conversation does not take place with the child present, and is not overheard by any other pupils or parents. Parents and children must be greeted by name in the morning and afternoon. Any children who might squabble should sit apart from each other. Additional guidance can be obtained from an authorised member of the school staff or a Surrey County Council Transport Officer.

RESPECT

The mutual respect between Passengers and Drivers & PAs is earned (on both sides) by an understanding for one another. It is all too easy for conversations, meanings and actions to be misunderstood by young and sometimes vulnerable children. Similarly, it is difficult for Drivers and PAs to recognise that words, actions and gestures made in good faith to comfort and reassure can be misconstrued by other people who may not appreciate the circumstances. It is appropriate to ask all Drivers and PAs to remember that their actions may from time to time be the subject of peer review.

APPENDIX B: Surrey County Council Policy - Drugs and alcohol

This policy gives clear rules and guidance to reduce the risk to employees, and others, resulting from the misuse of drugs and/or alcohol.

Related legislation:

Health and Safety at Work Act 1974

Road Traffic Act 1988

Management of Health and Safety at Work Regs 1992

Misuse of Drugs Act 1971

Medicines Act 1971

The council is committed to providing:-

- Excellent standards of customer care for customers and users of the Council's services.
- A safe and productive workplace dedicated to promoting the health, safety and well-being of its employees.

Our drug and alcohol policy is designed to provide clear rules and guidance to reduce the risk to employees, service users and others that substance misuse in the workplace could cause, particularly to those who are vulnerable.

Who does this policy apply to?

This policy applies to **ALL** council employees (except those directly employed by schools). The council also requires all agency and casual workers, contractors, volunteers and others working on its behalf to comply with this policy. Failure to do so is likely to result in working arrangements being terminated.

See website for further details and link to the full policy:

<https://snet.surreycc.gov.uk/hr/health-and-safety/drugs-and-alcohol-policy>

If you have any queries on safety issues or are unable to carry out your duties in the normal way, contact the TCC where a Transport Officer will be able to supply you with further advice or tell you what course of action to take.

These guidelines should not be taken as a complete list of good practice.

The provisions of this code of conduct do not replace any provisions contained in your contract of employment nor in statute or regulation.

Drivers & Passenger Assistants play an important part in the safe and efficient operation of Education Transport. We fully understand that your work can be difficult as well as rewarding.
THANK YOU FOR YOUR HELP AND HARD WORK

APPENDIX B

ACCIDENT/INCIDENT REPORT FORM

SCC ACCIDENT/INCIDENT REPORT FORM

For Completion By Operator

Name of Company/Operator:					
Name of Driver:					
Name of Passenger assistant (s):					
Location of Accident/Incident: <i>Including nearest pick up/drop off point, if applicable</i>					
Date of Accident/Incident:		Time:			
Route Number:		Destination:		Number of Passengers:	
Vehicle Registration:		Vehicle Type:		Seating Capacity:	
Approximate Age of Vehicle:		MOT Expiry Date:		Date of Last Routine Inspection:	

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Description of Accident/Incident: *Please give as much information as possible – continue on another sheet if necessary*

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Which Emergency Services Were Called/Attended Scene:			
Number of Passengers Injured:		Nature of Injuries / How Treated:	
Nature of Injury to Driver/Passenger assistant (s):		How Treated:	
Nature of Damage to Vehicle:			
Details of Other Driver/Vehicle Involvement:			
Details of Any Injury to Third Parties:			
Nature of Police Involvement/Further Police Action:			
Any Other Relevant Information:			

Form Completed By:		Date:	
Position in Company:			

APPENDIX C

Safeguarding Links for Further Information

Surrey County Council Safeguarding information can be found
as follows: **Children**

<https://www.surreycc.gov.uk/schools-and-learning/teachers-and-education-staff/educational-advice-and-support/safeguarding/safeguarding-children-in-education-policies-procedures-and-guidance>

Adults

<https://www.surreycc.gov.uk/social-care-and-health/adults/information-for-professionals-partners-and-providers/safeguarding-resources>

APPENDIX D

PARENT NOT HOME PROCEDURE

Drivers/passenger assistants must ensure that child passengers are handed over to an appropriate responsible adult. Passengers must not be left at home without confirmation that a parent or other responsible adult is there to receive them; or unless the council has advised the operator that they have received written authorisation from the parent/carer and has judged that is safe to leave the child alone. However, 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.

- If there is no parent/carer at home, and the driver is running early, then the vehicle should wait until the correct set down time to allow a parent/carer to arrive home.
- If no parent/carer arrives, then the driver/passenger assistant should alert the operator who should call the Transport Coordination Centre (TCC), which will give further advice on what action to take.
- If there are further passengers to be dropped home, the operator will likely be advised to carry on the route with all passengers and return back to home at the end of the route to check whether a parent/carer has now arrived.
- If the TCC ascertains that the parent/carer is held up, the TCC will advise of the approximate return home time and the driver will be asked to wait.
- If the TCC has not been able to contact a parent/carer, and there are no emergency contact numbers held for the passenger, then the TCC will advise on where the passenger should be transported to. The operator will be asked to inform the driver/passenger assistant to put a note through the door giving the time and the TCC telephone number.

APPENDIX E

CONTRACT MANAGEMENT PROCESS

**This document will be reviewed and updated from time to time by the Council.
Revised editions will be posted on the adam platform**

PERFORMANCE MANAGEMENT AND RECORDING

- 1.1. Authorised Transport Officers of the Council will manage and monitor our Providers' performance using the Transport Provider Performance Points Scheme (Tables 1 & 2), which will try to provide a balanced view of any positive and negative performance from the Provider. Failure to provide the agreed service may also result in financial deductions or suspension from bidding for new tender opportunities (Mini-Competitions) as a result of specific defined failures as stated in the Service Specification and the Transport Provider Performance Points Scheme (Tables 1 & 2).
- 1.2. Notification of any performance issues raised, points or deductions issued or tendering suspensions will be communicated to the Providers by the nominated Contract Manager.
- 1.3. Information from Schools, Day Centres or other establishments will be considered as information from Officers or Agents of the Council, and so the Council will not have to investigate their complaints in order to note poor performance and/or issue negative performance points.
- 1.4. Complaints from parents/guardians/carers will be investigated by the Council. If the complaint is found to be upheld it will be officially recorded as negative performance. All complaints will be recorded but may also be noted to be unsubstantiated or unfounded.
- 1.5. Schools, Day Centres or other establishments will be encouraged to provide regular feedback regarding Providers' timeliness and use of correct pick up / drop off locations. There will also be the opportunity for the Schools, Day Centres or other establishments to feedback on all other service failures on an ad hoc basis.
- 1.6. Providers will be expected to regularly feedback on their own performance regarding timeliness and use of the correct pick up / drop off locations. The Council expects Providers to be open and honest about their performance and if discrepancies are found between feedback from the Provider and the School, Day Centre or other establishments, the onus will be on the Provider to provide evidence that they have met the service standards. Where the Provider has been open and honest about their performance and notified the Council of any issues, this will be considered if / when performance points or financial deductions are applied.
- 1.7. The Council is keen to encourage positive feedback and so a performance survey will be sent to Schools, Day Centres and other establishments to allow positive comments to be gathered and measured. A similar survey may also be sent to a sample of the Providers' passengers parents / guardians. Where positive feedback is received this will be considered by the Council and where appropriate, at their discretion, positive performance points will be issued to the Provider.

2. CONTRACT MANAGEMENT RELATIONSHIPS

- 2.1. Each Provider will be allocated a Contract Manager by the Council. Each Provider should also nominate a specified Contract Manager within their organisation. These individuals will be responsible for the formal management of the contract, monitoring performance and risks, ensuring ongoing value for money and approving changes.

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- 2.2. It is expected that these individuals will form the key contractual relationship between the Council and the Provider, communicating regularly if there are performance issues or clarifications that need explanation.
- 2.3. Every Provider will have a formal annual review meeting. This will be held between June and September and at a minimum must be attended by the nominated contract management representative to discuss the year's performance, positive and negative feedback, audit findings, service changes and developments in other processes that may affect the service. In some instances it may be necessary to ensure that operational staff are in attendance so that knowledge of specific issues that are to be discussed is available. It may also be necessary for management at a strategic level to attend if major changes need to be approved or escalating disputes need to be resolved. The necessary attendees will be defined before the meeting is booked. In general it is envisaged that this meeting will alternate between County Hall and the Provider's premises.
- 2.4. Operational issues may be notified and resolved by a Council's Authorised Transport Officer, and these issues and complaints will be recorded. The Contract Manager within the Council will monitor these reports and issue the report to the Provider of vehicles up to 16 passenger seats on a monthly basis if logs have been made. Mainstream school coach contract Providers will receive this report on a termly basis. Where necessary the Contract Manager will discuss these issues or complaints with the Providers Contract Manager to ensure that they are being addressed and resolved within the Providers' organisation. In general this will be done by phone/conference call. It should be noted that this call will be a formal meeting but not face to face. It will be booked before the event and both parties should ensure that they are in a suitable environment to conduct the call (quiet and without distractions).
- 2.5. Where necessary the Contract Manager (from either party) may require a formal meeting to review current / outstanding issues or complaints outside of the annual review meeting. Operational or strategic management may also need to attend should the need be indicated.

3. AUDITS

- 3.1 Providers will regularly be audited to ensure ongoing compliance and allow for continuous improvement.
- 3.2 Following the initial award of the DPS Agreement, the Provider's first audit will review their operating systems and processes in relation to their answers given during the tender process.
- 3.3 Following the conclusion of the initial audit we may re-score the Provider in relation to the systems that are actually in place.
- 3.4 Providers will also be audited to check their operating procedures and processes, licensing and insurance compliance as well as their HR records including recruitment documentation and training records.
- 3.5 The following actions will be applied following the audits:
Major failure = Action for immediate attention with limited timescale for rectification. Failure to suitably rectify this failure within the notified timescale would constitute a breach of contract and the Provider will be removed from the framework
Minor Failure = Action for attention within a notified timescale. Failure to rectify these actions will result in the issue of Negative Performance Points as per a failure to ensure that an instruction from an Authorised Officer is carried out.
Recommendations = Actions that would raise the Provider's Quality score. These could be based on our vision of best practise and in comparison (without detail) to how other Providers are working.

4. CONTRACT DISPUTE PROCEDURE

- 4.1 A key aspect of a collaborative / partnering relationship is the resolution of issues quickly and efficiently, without formal dispute. Both parties will adopt an early warning system whereby

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anyone becoming aware of a matter that could have an impact on the contract notifies the other party.

- 4.2 Both parties should endeavour to ensure that formal disputes do not arise, as they are time-consuming for all parties concerned and can divert effort away from the running of the Contract. Effective performance monitoring, robust processes, clear methods of recording discussion and outcomes and communication can help to resolve issues at a grassroots level.

PERFORMANCE MANAGEMENT

New suppliers will initially be managed using The Probationary Performance Points scheme which will operate over an initial 6 month period that may be extended at the TCC's discretion. Established Providers will be managed using The Transport Provider Performance Points Scheme which will operate on a 1 year rolling period.

Positive performance points will be issued after receipt of positive feedback from service users or where performance has been found to be above and beyond our contract requirements by Authorised Officers. Feedback on the delivery of the service will be gathered by the Council via surveys of the schools, day centres and other establishments that the Council provides transport for, along with random sample surveys of the families of our passengers. Statistics from our own observations of the service may also be considered for positive performance points. Positive performance points will be issued at the discretion of the Authorised Officer.

Negative performance points will be issued where failures in service delivery, as witnessed by Authorised Officers of the Council (including from other Services i.e. the Schools and Day Centres) or where a complaint has been investigated by the Council and found to be upheld. These are recorded and monitored as the performance management process in order to ensure contractual compliance and stimulate continuous improvement. The Provider should be aware that financial deductions and suspension from bidding for new tender opportunities (Mini-Competitions) will also be applied alongside the Transport Provider Performance Points scheme for specific failures (as stated below).

THE PROBATIONARY PERFORMANCE POINTS SCHEME

New suppliers will initially be performance managed using the Probationary Points Scheme. The purpose of the IC Client Transport tender process is for Providers to demonstrate that they understand and can provide the TCC's service needs. The probationary period will last 6 months from the issue of the first route to the Provider. If the provider accrues over 37.5 negative points within this 6 month period they will be invited to formally explain their performance. At this point new service standards may be put in place or the Council may take other action to resolve these performance issues such as limiting the Provider's ability to bid for new routes or removing routes they currently operate to allow the opportunity to manage the needs of their current workload. The probationary period may be extended up to one year should the TCC feel it is appropriate. If a significant improvement is not witnessed following these sanctions the Provider will again be invited to formally explain their performance and may be removed from all Council contracts.

THE TRANSPORT PROVIDER PERFORMANCE POINTS SCHEME

Existing providers and new providers that have completed the probationary period will be performance managed using The Transport Provider Performance Points Scheme. Any points (positive or negative) will be carried over from the probationary period. Points will be removed on their anniversary. Negative performance points will be discussed with the Provider periodically highlighting areas that require improvement and possible solutions to these issues. Where 75 negative performance points have been accrued, the Provider will be invited to formally explain their performance. At this point new service standards may be put in place or the Council may take other action to resolve these performance issues such as limiting the Provider's ability to bid for new routes or removing routes they currently operate to allow the opportunity to manage the needs of their current workload. If a significant

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improvement is not witnessed following these sanctions the Provider may be removed from all Council contracts.

NEGATIVE PERFORMANCE POINTS

The list of negative performance points is based on a 10 point scale where 10 is the most serious failures. Major failures are considered to be 7-10 points, medium level failures are considered to be 4 – 6 points and low level failures are considered to be 1 – 3 points.

Please note that the full list of failures available for negative performance points may be reviewed and updated as necessary. The full current list of offences is as follows:

OFFENCE CODE	DESCRIPTION OF FAILURE	POINTS (NEGATIVE)	OTHER SANCTION	
			FINANCIAL DEDUCTION (% OF DAILY RATE)	SUSPENSION FROM NEW TENDER OPPORTUNITIES
Op1	Failure to attend meeting when instructed by an Authorised Officer	10		
Op2	Uncontactable by telephone between 07:30 and 17:00	3	25% of the daily rate of the route the call is regarding	
Op3	Failure to notify the Council of Sub contracting	5	100% of the daily rate	
Op4	Failure to keep accurate, current and secure records of bookings and disposal of work	5		
Op5	Failure to keep accurate, current records of vehicle licensing & insurance, and driver licensing and clearance	7		
Op6	Aggressive or rude behaviour towards an Authorised Officer	10		
Op7	Failure to provide accurate invoices (incorrect date/format, inaccurate days/numbers of journeys, etc)	7		
Op8	Failure to accurately invoice, including changes to the contract that would result in a reduction in cost or for journeys that did not take place	10	25% of any sums due for reimbursement (in addition to the sums due for reimbursement)	3 months for first failure, any subsequent failure will be at the discretion of the Council
Op9	Failure to ensure that an instruction from an Authorised Officer is carried out	10		

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Op10	Failure to supply suitable cover vehicles in the allotted time	7		
Op11	Failure to cover driver or escort absence	7		
Op12	Having unsuitable, inaccurate or invalid insurance	10		3 months for first failure, any subsequent failure will be at the discretion of the Council
Op13	Operating a vehicle or driver without holding the appropriate licensing (including cross border licensing)	10	100% of the daily rate	2 months for first failure, any subsequent failure will be at the discretion of the Council
Op14	Knowingly allowing a driver or escort to breach the Driver and Escort Performance Points Scheme	10		
Op15	Using a driver or escort who does not have a current, valid clearance via the Council Authorised Identification Scheme or who has been suspended	10	100% of the daily rate	2 months for first failure, any subsequent failure will be at the discretion of the Council
Op16	Using a driver or escort whose Council Authorised Identification badge is registered to another Provider	5	50% of the daily rate	
Op17 I	Upheld complaints against the service provided by the Provider	1		
Op17 II	Upheld complaints against the service provided by the Provider	2		
Op17 III	Upheld complaints against the service provided by the Provider	3		
Op17 IV	Upheld complaints against the service provided by the Provider	4		
Op17 V	Upheld complaints against the service provided by the Provider	5		
Op17 VI	Upheld complaints against the service provided by the Provider	6		
Op17 VII	Upheld complaints against the service provided by the Provider	7		
Op17 VIII	Upheld complaints against the service provided by the Provider	8		
Op17 IX	Upheld complaints against the service provided by the Provider	9		

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Op17 X	Upheld complaints against the service provided by the Provider	10		
Op18	Failure or refusal to carry all the passengers on the contract	8		
Op19	Providing staff not trained in the use of Wheelchair restraints and/or other equipment necessary to the contract	10		
Op20	Providing escorts without First Aid training	10		
Op21	Failure to ensure that a contract is completed with 15 minutes of the stated time on the contract (over 5 times in a 4 week period)	5		
Op22	Failure to ensure that no more than 3 drivers or escorts are used on a route in an academic term for school transport, or per 4 month rolling period for social care transport.	5		
Op23	Failure to supply an accident report – verbally within 2 hours and an accident report form within 48 hours	10	50% of the daily rate	
Op24	Failure to notify of change of address and supply a copy of all updated licensing documents within 7 days	8		
Op25	Failure to notify of change to email or telephone details within 7 days	5		
Op26	Failure to notify of change of contract details (including non-attendance or leaving)	8		
Op27	Failure to use equipment provided by the Council for use on the contract	10	50% of the daily rate	
Op28	Failure to request child safety seats necessary for the safe provision of the contract where they have not been provided by the Council	8		
Op29	Failure to ensure that tail lifts have been LOLER certified every 6 months	10		
Op30	Failure to ensure that tail lifts have been weight tested every 12 months	10		
Op31	Failure to ensure that staff attend appointments for Council Authorised	2		

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	Identification applications on time and with the required documentation			
Op73	Failure to complete suitable passenger or parent introductions that lead to service issues and complaints	8	50% of the daily rate	
Op74	Failure to submit appropriate bids for routes without considering all aspects of the route that results in a request for cost increase or termination	10		
Op75	Terminating a route within 28 days from 1 st day of operation due to a reason that should have been previously considered or managed by the Provider that shows a significant lack of consideration for the passenger	10		
Op76	Failure to agree reasonable cost adjustments for changes to the route that result in the termination of the route	10		
Op77	Failure to accept routes at the cost submitted during a tender	8		
Op78	Failure to ensure that equipment remains with the passenger over holiday periods which results in the equipment being unavailable for that passengers' use when needed	5		
Op79	Failure to communicate the late running of a route to the school/parent and TCC	3		
Op80	Failure to leave appropriate time periods for TCC Authorised ID applications (advised as 2 months) or changes of operator (advised as 2 weeks)	4		

MAINSTREAM COACHES ONLY

Op32	Failure to supply a vehicle sufficient for the passenger capacity in line with the Service Specification	10	100% of the daily rate	
Op33	Failure to display route sign in the front windscreen	4	25% of the daily rate	

DRIVER / ESCORT PERFORMANCE POINTS AND RELATED OPERATOR SANCTION

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The Provider is responsible for the fulfilment of their contracts and the actions of their staff. Providers will receive Negative Performance Points if their driver or escorts are found to have failed to meet the contract measures whilst undertaking a Council contract as per the Code of Conduct.

OFFENCE CODE	CODE OF CONDUCT CODE	DESCRIPTION OF OFFENCE	POINTS	OTHER SANCTION	
				FINANCIAL DEDUCTION (% OF DAILY RATE)	SUSPENSION FROM NEW TENDER OPPORTUNITIES
Op34	V1	Failure to keep the interior and exterior in a clean and tidy condition, odour free (including smoke) and free from obvious damage	1		
Op35	V2	Driving a vehicle on Council contracts that is not in a roadworthy condition	10		
Op36	V3	Failure to display Private Hire/Hackney Carriage plates , PCV disk or Section 19 permit	2		
Op37	V4	Failure to carry a fully charged fire extinguisher or a first aid kit on the vehicle.	1		
Op38	V5	Failure to provide valid Hire & Reward Insurance within 7 days of a request to do so from an Authorised Officer	4		
Op39	V6	Using an unlicensed and/or uninsured vehicle	10	100% of the daily rate	2 months for first failure, any subsequent failure will be at the discretion of the Council
Op40	V7	Failure to present a vehicle for inspection at a time, date and place designated by an Authorised Officer	2		
Op41	V8	Failure to display the "School Bus" sign or the EU-approved child logo sign in the vehicle when conducting Council contracts	1		

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Op42	V9	Failure to remove the "School Bus" sign or the EU-approved child logo sign in the vehicle when not conducting Council contracts	1		
Op43	V10	Failure to ensure that no passenger under 8 years old will travel in the front seats (Taxis and Minibuses only)	3		
Op44	V11	Failure to apply and maintain wheelchair tracking and/or securing systems appropriately	5		
Op45	V12	Failure to use, correctly apply or maintain any other equipment used in the TCC contract including child seats	5		
Op46	V13	Failure to make sure that the passengers are wearing seat belts whilst on transport	5		
Op47	V14	Vehicles on our contracts displaying advertising of a company that is not operating the route.	3		
Op48	A1	Failure to report an accident or supply a written report to the Council	10	50% of the daily rate	
Op49	P1	Failure to be clean and presentable whilst working, including body odour (Clothing must be clean, smart casual as a minimum) and secure footwear suitable for driving must be worn	1		
Op50	P2	Failure to reasonably assist passengers without good cause	3		
Op51	P3	Driving a licensed vehicle without holding the appropriate driving licence/category	10	100% of the daily rate	2 months for first failure, any subsequent failure will be at the discretion of the Council
	P4	Failure to notify change (within 7 days)	Not applicable		

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		of address, telephone number, email address or Provider employed by			
Op52	P5	Failure to notify change (within 7 days) of medical condition which may affect the ability to drive	5		
Op53	P6	Failure to notify after a criminal offence has been committed (inc convictions, cautions, reprimands, or final warnings which would not be filtered in line with current guidance)	5		
Op54	P7	Failure to produce a valid DVLA Driver's Licence within 7 days of a request to do so by an Authorised Officer	1		
Op55	P8	Failure to have a valid Council Authorised Identification on board the vehicle whilst working on Council contracts (or without written exemption)	1		
Op56	P9	Failure for an individual to have completed their application and been issued with their Council Authorised Identification before working on Council contracts	10	100% of the daily rate	2 months for first failure, any subsequent failure will be at the discretion of the Council
Op57	P10	Failure to have a valid Private Hire/Hackney Carriage badge (if appropriate) on board the vehicle whilst working on Council contracts (or without written exemption)	1		
Op58	P11	Making a false statement or withholding information to obtain a Council Authorised Identification	2		
Op59	P12	Driving in a manner contrary to the Road Traffic Act (or other	5		

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		legislation) whilst working on Council contracts			
Op60	P13	Using threatening or offensive language or behaviour	5		
Op61	P14	Working outside of any conditions imposed on their Council Authorised Identification	5		
Op62	P15	Failure to inform the Council of changes to the route or passenger details (including non-attendance or leaving)	8		
Op63	P16	Transporting unauthorised passengers	5		
Op64	P17	Working without a valid Council Authorised Identification	10	100% of the daily rate	2 months for first failure, any subsequent failure will be at the discretion of the Council
Op65	P18	Failure to abide by an instruction of an Authorised Officer	2		
Op66	P19	Failure to ensure that child passengers are handed over to an appropriate responsible adult	8		
Op67	P20	Failure to drop off or collect passengers at the designated point at schools/establishments	5		
Op68	P21	Smoking whilst on duty during a Council contract	3		
Op69	P22	Escort sitting in the front of the vehicle during a TCC contract	2		
Op70	P23	Leaving the vehicle whilst passengers are on board	4		
Op71	P24	Having passengers personal contact details or contacting passengers via phone, text, email, social network.	5		
Op72 I	G1	Any other offence as deemed by the	1		

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		appropriate Authorised Officer			
Op72 II	G1	Any other offence as deemed by the appropriate Authorised Officer	2		
Op72 III	G1	Any other offence as deemed by the appropriate Authorised Officer	3		
Op72 IV	G1	Any other offence as deemed by the appropriate Authorised Officer	4		
Op72 V	G1	Any other offence as deemed by the appropriate Authorised Officer	5		

The Provider should also be aware of the following financial deductions which may also be applied as a stand alone financial deduction:

- Non operation of route – 50% of daily rate. Defined as:
 - a) Failure to operate any part of the journey.
 - b) Operation earlier than the scheduled pick up time resulting in one or more missed pick-ups.
 - c) Failure to observe scheduled pick up points resulting in missed pick-ups.
- Lateness – 50% of daily rate. Defined as:
 - a) Failure to pick up a passenger (or a group of passengers scheduled to be picked up at a specified pickup point) within 15 minutes of the scheduled pick up time without prior notice.
 - b) Failure to drop off a passenger (or a group of passengers scheduled to be picked up at a specified pickup point) within 15 minutes of the scheduled drop off time without prior notice.
- Failure to drop off or collect passengers at the designated point at schools/establishments – 50% of daily rate
- Failure to ensure that passengers use seatbelts – 50%