



**WOKINGHAM  
BOROUGH COUNCIL**

*Code of Practice  
for School Transport and  
Community Service  
Transport Operations*

**Revised April 2008**

**WOKINGHAM BOROUGH COUNCIL**

**CORPORATE TRANSPORT UNIT**

**CODE OF PRACTICE**

**FOR**

**SCHOOL TRANSPORT AND COMMUNITY SERVICES TRANSPORT  
OPERATIONS**

**CONTENTS**

Introduction

Operation of Services

Customer Care

Monitoring and Finance

Responsibilities

Appendix 1 Penalties for Non-compliance of Contracted Services

Appendix 2 Contract Price Adjustments

Appendix 3 Definitions

## INTRODUCTION

- 1.1 This code of practice sets out the standards the Council expects operators of school transport and community services transport services to observe over and above the statutory requirements. Compliance with the Code of Practice is a requirement of the contract. Failure to comply can constitute a breach of contract and may result in an operator being penalised or the contract terminated.
- 1.2 The aim of this Code of Practice is to set a consistent standard for all services operated on behalf of the Council. This ensures that passengers and the authority are satisfied with the service they receive. It also ensures that eligible operators are able to submit competitive tenders for contracts on an equitable basis.
- 1.3 If an operator of a school transport service considers any aspect of the Code inappropriate or impractical to adhere to, he should draw this to the attention of the Council, who will consider allowing an exception to be made. The operator will be informed of any agreed derogation in writing.
- 1.4 The Council will update the Code of Practice from time to time to keep abreast of changed passenger expectations and other developments.
- 1.5 The operator is expected to bring the Code of Practice to the attention of local managers and to ensure that all drivers are aware of all relevant sections.
- 1.6 The reference to the "Council" includes the Council's agent as may be appointed from time to time and notified to all contractors.

## The Code

### OPERATION OF SERVICES

#### **Registration of Services**

- 2.1 It is the responsibility of the Contractor to ensure that services, and any subsequently agreed modifications to services, are registered, where appropriate, with the Traffic Commissioner. This shall be at the expense of the Operator, unless otherwise agreed.

#### **Reliability of Operation**

- 2.2 Services shall be operated in accordance with the contract schedule, observing all agreed stops. No changes shall be made without the written consent of the Council. No two contract schedules may be combined unless previously agreed in writing.
- 2.3 The service shall operate on all days that the school or centre is open.
- 2.4 No service shall be operated earlier than the scheduled time.
- 2.5 Delays shall be minimised and every effort made to correct consistent late running.
- 2.6 The Council reserves the right to withhold payment, or part payment, of contract sums should operators fail to provide services to a satisfactory standard, as set out in **Appendix 1**.

#### **Breakdowns and Emergencies**

- 2.7 Operators must have contingency plans for dealing with vehicle failures, staff unavailability and similar emergencies. Operators may be required to describe such plans to the satisfaction of the Council. These may become a contractual commitment, and you will then be advised of the need to register with the Council any changes to the arrangements.

- 2.8 In the event of a vehicle breakdown, accident or other similar emergency:
- (a) passengers already on the vehicle shall be told promptly what has happened and what arrangements are being made to enable them to resume their journey;
  - (b) a back-up service shall be provided or other arrangements made to cover the rest of the journey and any subsequent journeys. This shall be provided at the Operator's expense;
  - (c) where school children/clients are likely to be delayed in excess of 15 minutes on their journey, the Operator shall inform the school and the Council immediately;
  - (d) the Council is to be advised of all breakdowns by 10.00am on the same day in the case of morning journeys and by 10.00am on the following working day in the case of afternoon runs. In the event of an accident the school and Council be informed immediately, and a written report be submitted within five working days.

### **Temporary Closure of Part of the Route**

- 2.9 In the event of short-term emergency closure of any part of the scheduled route the Operator shall endeavor to maintain service by following an appropriate diversionary route at his own expense.
- 2.10 In the event of closure of any part of the route by an Order made under statutory powers:
- (a) the Council will endeavor to inform operators of temporary closure of roads affecting their routes when orders are being made;
  - (b) the Council will consider claims for reimbursement of additional costs directly resulting from road closures, provided that they are discussed with the Council as soon as the need for them is known;
  - (c) details of temporary alterations to routes and stopping places shall be widely published by the Operator so as to bring them to the attention of passengers, and the schools concerned.

## **CUSTOMER CARE**

### **Staff**

- 3.1 Staff are the main point of contact with the customer, the Contractor indirectly and the Council as sponsor of the service. At all times operating and supervisory staff should be:
- (a) courteous and helpful to passengers;
  - (b) never to use foul language or gestures;
  - (c) aware of all service requirements, including any arrangements for the transporting of children/clients with special needs;
  - (d) knowledgeable of the route, stopping places, timetable and ticket requirements;
  - (e) appropriately qualified and licensed for their jobs as per Wokingham Borough Council requirements, including police clearance and, where required, trained (drivers and escorts);
  - (f) compliant with regulations on drivers hours of work;
  - (g) never in possession of alcohol, illegal drugs or offensive weapons whilst operating the vehicle, or travelling as escort;
  - (h) fully aware of the Code of Practice and all of the Operator's procedures regarding breakdown, accident or other emergency;
  - (i) in possession of a certificate of attendance of the training course provided by the Council where their work involves the transport of pupils with special needs.

**All operating staff must be CRB checked prior to being used on routes.**

## **Vehicles**

- 3.2 All vehicles used to operate a service shall be:
- (a) taxed, tested, insured, maintained and licensed (as per Wokingham Borough Council or other approved licensing authority guidelines);
  - (b) able to meet the seating requirement of the contract, any additional specified features, and also appropriate to the roads used en route;
  - (c) designated as "non-smoking" throughout the vehicle;
  - (d) clean and tidy inside and out, with litter and any damage (including graffiti) removed or repaired promptly;
  - (e) displaying the contract number such that it is easily read by intending passengers, parents etc;
  - (f) fitted with school bus signs, where appropriate, as required by legislation (at the operator's expense). Similar signs for non PCV vehicles must also be fitted.
- 3.3 Operators shall use bus stops wherever possible, or agreed stopping places. Children/clients must be able to board/alight without undue delay or difficulty to themselves or others. Vehicle kerbside step heights and layouts should allow all to enter or leave and reach seats easily.
- 3.4 Operators must have vehicles with enough seats for the number stated in the schedule and sufficient for all passengers normally expected to travel.
- 3.5 Seatbelts, must be fitted and properly maintained at all times in line with current legislation.
- 3.6 The Council will notify operators where specialist harnesses, seats or wheelchair clamps are required for a particular child/client. If necessary, equipment will be supplied by the Council; agreement will be made for collection and return.

## **Season tickets and scholars passes (on appropriate routes)**

- 3.7 The Council will issue season tickets for all pupils unless otherwise specified by contract. Tickets will be sent to schools/colleges for collection on the first day of term; Operators should use discretion in allowing travel during the first week of a new academic year to pupils without tickets. Schedules are issued and updated regularly, and pupil's names may be checked against these.
- 3.8 Children unable to produce a valid ticket should not be refused travel to avoid potential danger. Any instances of regular inability to present a pass or ticket should be reported to the Council, who will then advise of the action to be taken.
- 3.9 All season tickets and scholars passes shall be checked/examined every time the holder boards the bus. Where a ticket is defaced or claimed lost, the replacement procedure should be advised to the child. Copies of procedures are available from the Corporate Transport Unit, Wokingham Borough Council.

## **Other matters**

- 3.10 The Operator must answer telephone enquiries from the public on all schooldays and during the operating period of a particular route as a minimum.
- 3.11 They must provide for the Council's use details of a main contact who can respond in the event of a service failure or emergency.
- 3.12 Copies of any letters sent directly to the Operator concerning the operation of the service shall be sent to the Council, within 14 days of receipt, together with a copy of the Operator's reply.
- 3.13 The council reserves the option to deem a person unsuitable for operating a particular contract (driver of escort) and require he/she no longer works on it.

## MONITORING AND FINANCE

### Service monitoring

- 4.1 Cases of bad behavior by pupils/clients shall be promptly reported to the Head of the School/Centre and Corporate Transport Unit at Wokingham Borough Council, preferably accompanied by details of the pupil/client or pupils/clients involved.
- 4.2 Operators shall co-operate at all times with representatives of the Council engaged in collecting information or otherwise examining operation of the service.
- 4.3 Operators shall not conduct their business in a manner which might lead to a loss of public confidence in the service which they provide.
- 4.4 Financial and operating information requested by the Council in respect of contracted services shall be submitted in the form and at the frequency stipulated by the Council. Detailed statistical information will not be requested on more than 4 occasions each year, unless significant operational irregularities have come to light.
- 4.5 Operators shall make statistical data and similar records relating to operation of the service available for inspection by authorised representatives and agents of the Council when requested to do so.

### Payment

- 4.6 Contract prices are set at either a daily rate or a mileage rate. Payments for contracted services will be made in arrears at monthly intervals, each payment being based on the number of days operated (daily contracts), or mileage operated (mileage-based contracts).
- 4.7 Operators shall complete a claim form for each month of operation within one week of the end of the month to which it relates. This shall include full details of all journeys which failed to operate or operated more than 15 minutes late. The Council will arrange payment of properly completed and promptly submitted claims within thirty days of receipt.
- 4.8 Any deductions made in respect of inadequate operation, as set out in **Appendix 1**, will be notified to the Operator within 14 days of receipt of the completed claim form. A procedure for appeals against any deductions is given in **Appendix 1**.
- 4.9 Contract prices shall be adjusted annually to offset inflation. The method of calculation is given in **Appendix 2**. The Council will inform operators of revised rates of payments when they become due.

## RESPONSIBILITIES

- 5.1 Compliance with the Code of Practice and any costs incurred in so doing are the responsibility of the operators. The Council will support operators acting in accordance with the Code of Practice and in some cases may give practical or financial assistance, provided that this is specifically agreed in advance.
- 5.2 In addition to meeting the standards set out in this Code of Practice, operators have a duty to meet all statutory requirements associated with operating public passenger transport services and running a business and shall aim to provide the highest possible standard of public service.

### DATA PROTECTION ISSUES

- 5.3 The provisions of the Data Protection Act 1998 apply to the personal information supplied by Wokingham District Council to the Contractor in relation to this service contract. Wokingham Borough Council requires the Contractor to acknowledge their data protection responsibilities for their organisation and any operatives they employ to perform duties as part of this contract.
- 5.4 Wokingham Borough Council requires the Contractor to maintain a current data protection registration (or notification if first applying after 1.3.2000) to enable the legal processing of the personal information being supplied for the service.

- 5.5 Wokingham Borough Council requires the Contractor to provide an undertaking that they understand the requirements of the Data Protection Act 1998, their responsibilities under the Act and confirm that they will comply with those requirements.
- 5.6 All information supplied for the service will be treated as confidential.
- 5.7 Any personal information supplied by Wokingham Borough Council as part of this service will remain the property of the Wokingham Borough Council and all copies will be surrendered to the Council on any termination of the Contract.
- 5.8 Wokingham Borough Council does not provide any authorisation for any personal information supplied for this service to be used or disclosed for any purpose other than this service.
- 5.9 Wokingham Borough Council requires the Contractor to dispose of any information no longer required for the service in a secure manner for confidential information. This applies to the Schedule as well as any information held or used in the Contractor's office.
- 5.10 Wokingham Borough Council requires the Contractor to maintain security provisions on its offices, computer systems and equipment used for the service to comply with the standards of security required in Principle 7 of the Data Protection Act 1998.
- 5.11 The Principle 7 security requirements apply to the Schedule held in each vehicle. This information must be under the control of the operative or locked in a storage facility on the vehicle at all times.
- 5.12 Wokingham Borough Council requires that the Contractor will immediately forward to the Senior Contracts Officer any data subject request for information and to be immediately informed of any request for information or complaint from the Data Protection Registrar.
- 5.13 Wokingham Borough Council will require the Contractor to provide any assistance considered necessary to enable it to comply with such data protection information requests or complaints.
- 5.14 Wokingham Borough Council reserves the right to monitor, at any appropriate period, that these measures are being complied with by the Contractor and its operatives.
- 5.15 Wokingham Borough Council may consider any breach of these provisions or of the data protection principles by the contractor as a breach of contract for this service.

<b>APPENDIX 1</b>
-------------------

## **PENALTIES FOR NON-OPERATION OF CONTRACTED SERVICES**

- A1.1 The Council does not pay for journeys which fail to operate according to the Service Specification or Code of Practice, unless the reason for such failure is clearly and demonstrably outside the control of the Operator and could not reasonably have been foreseen by him and it is promptly drawn to the attention of the Council.
- A1.2 The following shall be considered to constitute non-operation of a journey:
  - (a) failure of any part of the journey to operate;
  - (b) operation more than 15 minutes later than scheduled at any point shown in the time table;
  - (c) operation earlier than scheduled at any point shown in the timetable;
  - (d) failure to observe scheduled boarding points;
  - (e) failure to pick up all intending passengers due to use of a vehicle smaller than specified, or a vehicle not equipped with features required by the contract.
- A1.3 In each of the above cases, the Council may refuse payment for the journey concerned. Where non operation is substantiated by independent observation by the Council or his agent, the Operator will be notified in writing within 5 working days and the next contract payment shall be reduced by the appropriate daily amount. Appeals against penalties for non-operation will be considered if lodged within 10 working days of receipt of notification.

- A1.4 In the case of contracts which form part of a combined tender, any deductions shall be calculated on the basis of an "equivalent contract price" for each contract. This shall be calculated by apportioning the price of the combined tender in the ratio of the individual tender prices for the components, or as otherwise agreed between the contractor and the Council.
- A1.5 Operators shall be notified in writing of any of the above issues relating to any contract which they hold. Appeals against action points or written warnings will be considered if lodged within 10 days of receipt of notification and the grounds of appeal must be stated.
- A1.6 Recurrent failure to operate contracted journeys or an ongoing inability to meet expected operational standards will constitute grounds for termination of the contract in accordance with Clause 9 of the Conditions of Contract.

## APPENDIX 2

### CONTRACT PRICE ADJUSTMENTS

- A2.1 If the contract period exceeds 12 months, the Tender Sum will be adjusted from the 1 April following the first anniversary of the commencement of the contract and likewise at each subsequent anniversary. Any payments additional to the initial Tender Sum agreed between the Contractor and the Council shall be similarly increased from the Sunday nearest to the anniversary of the last adjustment.
- A2.2 The adjustment will be calculated by reference to the annual rate of inflation, averaged for the three months up to and including the most recent indices available from the Central Statistics Office at the time factor is to be applied.

## APPENDIX 3

### DEFINITIONS

In all documents relating to contracts for the provision of services secured by the Council, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

The "Contract" shall mean the Form of Tender, the Service Specification Schedules (including information appended by the Contractor), the Letter of Acceptance, the Code of Practice and the Conditions of Contracts;

The "Contractor" means the person, firm or company whose tender has been accepted by the Council;

The "Form of Tender and Specification" shall mean the form submitted by the Contractor indicating the Tender Sum which has been accepted by the Council;

The "Letter of Acceptance" shall mean the written notification from the Council that the tender has been accepted;

The "Operator" means the person, firm or company under whose Operating License the service is provided;

The "Schedule" shall mean the detailed route schedule as completed by the Council excluding any items specifically included for information;

The "Tender Sum" means the daily rate to the Council quoted by the Contractor for the execution of the contract for the first 12 months of the contract period.