



WOKINGHAM BOROUGH COUNCIL

CORPORATE TRANSPORT UNIT CONDITIONS OF CONTRACT FOR THE PROVISION OF SCHOOL TRANSPORT SERVICES AND COMMUNITY SERVICES TRANSPORT

REVISED APRIL 2008

1. The Contractor shall, at his own expense and at all times, conform to all legislation, regulations and statutory orders affecting the execution of the contract.
2. The contract shall commence on the date stated in the Senior Contract Officer's letter of acceptance and shall remain in force for the period stated in the form of tender and specification unless the contract is:
 - a. terminated as provided for in clauses 8 or 9, or
 - b. extended in writing by mutual consent of the Council and the Contractor to a date not exceeding 5 years from the commencement of the contract
3. The Contractor shall at all times operate all services secured by the contract in accordance with the Council's current Code of Practice for the operation of school transport services and the details given in the Schedule.
4. The Contractor shall not assign the contract. Except in cases of emergency or vehicle breakdown, the Contractor shall not sub-let any part of the contract without the written consent of the Senior

Contracts Officer. Sub-letting all or part of the contract shall not relieve the contractor of any of his responsibilities under the contract. An approved sub-contractor must hold an appropriate operator's license which, for the purposes of Clause 1, shall be treated as if it were held by the Contractor.

5. The Contractor shall be liable for and shall indemnify the Council, and maintain an insurance policy with insurers and to a limit approved by the Council (£5,000,000), against any expense, liability, loss, claim, or proceedings whatsoever arising under statute or at common law in respect of personal injury to, or death of, any person whomsoever or damage to any property arising out of, or in the case of, or caused by the conduct of operations under the contract. The Contractor shall provide such proof of such insurance as the Council Insurance Officer may from time to time require.
6. The Contractor will permit authorised representatives of the Council to gain access to vehicles and premises to undertake surveys of passenger journeys and examine any aspect of the operation of the service(s) secured by the contract.
7. The Contractor shall immediately notify the Senior Contracts Officer of any change of ownership or trading name of the Company operating the contract or of any change of designated transport manager of that Company.
8. The Contract may be terminated before its expiry date if the Senior Contract Officer determines that the route is no longer necessary or if otherwise mutually agreed between the Senior Contracts Officer and the Contractor or if either party serves 42 days' notice of termination on the other.
9. If the Contractor fails to satisfactorily perform the Contract according to the Code of Practice or Schedule or is in breach of any of the Conditions of Contract, or becomes bankrupt, or makes any arrangement or composition with his creditors, the Senior Contracts Officer may terminate the contract forthwith and may employ some other person or persons to perform the same. Any additional expense incurred in so doing, including additional payments to such other Contractor for a period not exceeding 42 days after the said termination, shall be deducted by the Council from any payments due to the Contractor or may be recovered by the Council from the Contractor.
10. The Council may refuse payment, in whole or part, for any journey or part of a journey, which, without good reason, the Contractor fails to operate in accordance with the Code of Practice or Schedule.
11. The Council shall be entitled to cancel the Contract and to recover from the Contractor the amount of loss resulting from such cancellation, if the Contractor shall have offered or given or agreed to give

to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or executi8on of this contract with the Council, or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to any contract with the Council the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward receipt of which is an offence under section 117(2) of the Local Government Act 1972.

12. The Council shall be entitled to cancel the Contract, and to recover from the Contractor the amount of loss resulting from such cancellation, if the Contractor shall have calculated the Tender Sum by agreement or arrangement with any person other than the Council or shall have communicated the Tender Sum to any person other than the Council before the closing date and time for submission of tenders. In the event of two or more persons or companies associating together to submit a single tender for joint operation of a Contract, they will be considered as one Contractor when interpreting this paragraph.
13. Any notice or other communication which is required to be given to or served on the Council shall be deemed to be properly given or served if it is given to or served on The Senior Contracts Officer, Wokingham District Council, Shute End, Wokingham, Berkshire RG40 1BN, or such other person or address as the Council may from time to time specify.
14. Any notice or other communication which is required to be given to or served on the Contractor shall be deemed to be properly given or served if it is sent to the address given in the Form of Tender and Specification or to such other person or address as the Contractor may from time to time specify in writing.
15. Any document required to be given or served on any person may be given or served either by delivering it to that person, or by leaving it at this proper address, or by post provided that where any such document is sent by post in a registered letter, or by the recorded delivery service.
16. In the event of a dispute arising from this contract which cannot be settled by negotiations between the Contractor and the Council, reference shall be made to the arbitration of a single arbitrator to be agreed between the Council and the Contractor or in default of agreement to be nominated by the Director General or the Chartered Institute of Transport in accordance with the terms of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force and the decision of the Arbitrator shall be final and binding on the parties hereto.

PLEASE RETURN ASAP TO CTU
Contract Specification for Home to School Transport on behalf of Wokingham
Borough Council

Contract No:	Start Date:	End Date:
To:		
School Opening Times	Start: TBC	TBC

Vehicle/Seating Specification:	
Escort Requirement:	

ROUTE DETAILS :
Special Requirements:

<input type="checkbox"/> We wish to enter a quotation for the above route: Cost: £ per day inclusive of escort (if applicable)	
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Vehicle/Crew to be used for this contract:	Vehicle Reg. No	Plate No	Drivers Name & Badge No	Escorts Name & Badge No

<input type="checkbox"/> We are unable to quote for this transport.
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Operator	Signature
Date	Please print name

All contracts are subject to the conditions and provisions contained within Wokingham Borough Council documents 'Home to School Transport & Community Services Transport Code of Practice (April 2008)' and the 'Home to School Transport & Community Services Conditions of Contract (April 2008)', and the Operator confirms that he has seen these documents and agrees to be bound by them.