

DATED _____ 2016

COOPERATION AGREEMENT

BETWEEN

LEEDS CITY COUNCIL

AND

WEST YORKSHIRE COMBINED AUTHORITY

FOR

**THE PROVISION OF HOME TO SCHOOL TRANSPORT IN
THE LEEDS CITY COUNCIL LOCAL AUTHORITY AREA**

BETWEEN

LEEDS CITY COUNCIL of Civic Hall, Leeds LS1 1UR ("**Leeds**")

AND

WEST YORKSHIRE COMBINED AUTHORITY of Wellington House, 40-50 Wellington Street, Leeds LS1 2DE ("**Metro**")

PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to ensure that the parties co-operate in the broadest sense and establish a framework under which they agree responsibilities to achieve the provision of high quality transport services for school children whilst at the same time securing best value for expenditure on public passenger transport as a whole in the Leeds City Council local authority area. This purpose is supported by legislation through the following:

- (A) By virtue of the Education Acts 1996 and 2006, as amended, Leeds has a duty to make suitable arrangements for the transport of eligible school children in its local authority area.
- (B) By virtue of Section 202(1) of the Local Government Act 1972 Metro has a duty to make suitable arrangements for socially necessary journeys including home to school journeys.
- (C) By virtue of Section 88(2) of the Transport Act 1985 it is the duty, inter alia, of Leeds and Metro to co-operate with one another so as to secure in the interests of the council tax payers in their area the best value for money from their expenditure on public passenger transport taken as a whole.
- (D) Being an agreement concluded exclusively between two public authorities, the parties agree that by virtue of Regulation 12(7) of the Public Contracts Regulation 2015 this arrangement falls outside the scope of Part 2 of those Regulations because the following conditions are fulfilled:
 - (i) the agreement implements a co-operation between the parties with the aim of ensuring that public services they have to perform are provided with a view to achieving objectives they have in common;
 - (ii) the implementation of that co-operation is governed solely by considerations relating to the public interest; and

- (iii) the parties perform on the open market less than 20% of the activities concerned by this co-operation.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

In this Agreement the following terms shall have the meanings shown:-

Agreement	means this co-operation agreement between Leeds and Metro;
Authorised Passenger	is the person(s) named on the Transport Requisition Form (TRF) or notified to Metro or the Sub-Contractor in writing by Leeds or Metro or any Leeds employee carrying out escorting or auditing duties who provides Leeds identification;
Boarding Pass	means the card issued to an eligible child for travel on a hired vehicle and not on a public service vehicle;
Intellectual Property Rights	means patents, trade-marks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database right, know-how, trade or business names and other similar rights or obligations, whether registerable or not, in any country (including the United Kingdom) for the full term of the rights together with any extensions;
Large Bus	means hired or public service vehicles over 16 capacity;
Operator(s) or Sub-Contractor(s)	mean the company or legal entity contracted by Metro to deliver the Education Transport Service;
School Pass	means the card issued to an eligible child for travel on any hired vehicle or any public service vehicle.

2. INTERPRETATION

- 2.1 Words in the singular include the plural and vice versa and words denoting one gender include any other gender.

- 2.2 Reference to “persons” or “parties” include natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case having separate legal personality).
- 2.3 Reference to a statute, statutory provision or subordinate legislation includes such legislation as amended and in force from time to time and any legislation which modifies, consolidates (with or without modification), re-enacts or supersedes it.
- 2.4 References to clauses, schedules, paragraphs and appendices are to clauses, schedules, paragraphs and appendices of or to this Agreement. This Agreement incorporates the schedules.

3. SCOPE

- 3.1 This Agreement establishes a framework under which the parties agree their respective roles and responsibilities in the provision of:

- (a) education transport for children entitled to transport assistance; and
- (b) the provision of School Passes and Boarding Passes for eligible children; and
- (c) travel by taxi and minibus for some children living in rural areas as specified from time to time by Leeds;

in the Leeds City Council local authority area (together known as “**Education Transport Service**”).

- 3.2 The parties have agreed service levels for the Education Transport Service and these are set out in Schedule 1.
- 3.3 This Agreement requires the parties to proactively work with each other to deliver the Education Transport Service and to ensure that the Education Transport Service is safe, responsive, secure, caring, reliable and provides value for money within the financial parameters set. In delivering the Education Transport Service, both parties are required to work in such a manner as to promote and enhance the reputation of home to school transport and their respective organisations.
- 3.4 The parties acknowledge that in order to obtain value for money it would be prudent for one organisation to carry out the tender exercise for both public passenger transport and school bus services and Metro is best suited and placed to undertake this role.

3.5 Metro agrees to provide the Education Transport Service in accordance with the service levels set out in Schedule 1.

4. THE REIMBURSEMENT FEE

4.1 Leeds acknowledges that Metro shall incur fees and costs for the provision of the Education Transport Service and agrees to provide reimbursement in accordance with Schedule 2 ("**Reimbursement Fee**").

4.2 The Reimbursement Fee excludes value added tax (VAT) which shall be charged extra at the rate prevailing at the date of payment.

4.3 Unless otherwise agreed, payment of the Reimbursement Fee shall be made monthly in arrears net thirty (30) days from the date of valid invoice.

5. DURATION

5.1 The co-operation between the parties shall initially be for a period of five (5) years and five (5) months commencing on 1st April 2016 and ending on 31st August 2021.

5.2 The parties agree that this agreement can be extended by Leeds by the service to Metro of a notice to extend **PROVIDED THAT** this notice is served no later than 30th January of the year preceding the year in which this Agreement is due to end.

6. LEEDS'S OBLIGATIONS

6.1 Leeds undertakes to ensure provision of all necessary information and data in an agreed format and at the times reasonably requested by Metro to enable Metro to provide the Education Transport Service.

6.2 Leeds shall fully co-operate with Metro in a timely manner when required.

6.3 Leeds shall:

(a) provide named contacts who are available between 08:00 and 17:00 and later by exception, dependant on emergency activities, Monday to Fridays less bank holidays;

(b) conduct service compliance auditing on a random basis and forward the results to Metro;

(c) provide sufficient and timely written information to facilitate letting of annual and longer term contracts in accordance with mutually required timeframes. This will include contracts for re-tendering, rolling over and acceptance at agreed prices using criteria

such as continuity, price, performance and/or other (e.g. rural etc.). The final decision regarding acceptance of cost or contractor in any situation is that of Leeds.

7. METRO'S OBLIGATIONS

7.1 Metro shall provide the Education Transport Service to the satisfaction of Leeds and in accordance with good industry practice, all applicable Laws and service specifications.

7.2 Metro shall upon receiving reasonable notice permit Leeds, its servants and agents during working hours to have reasonable access to the Metro's premises and to where any work in connection with this Agreement is being carried out or being stored.

7.3 Metro shall complete the Education Transport Service within the time for completion specified in this Agreement.

8. INSURANCE

8.1 Metro shall and shall also ensure that its Sub-Contractors, representatives and agents are insured with a reputable insurance company against all loss of or damage to property and injury to persons (including death) arising out of or in consequence of its obligations under the sub-contract agreement and against all actions, claims, demands, costs and expenses in respect thereof. Copies of such insurance policies are to be issued to Leeds if requested.

8.2 Neither party excludes or limits liability to the other for death or personal injury caused by its negligence.

9. STATUTORY AND OTHER REGULATIONS

9.1 Both parties shall comply with all Laws in performing their respective obligations under this Agreement.

9.2 If the cost to Metro of performing its obligations under this Agreement shall be increased by reason of the making after the date of this Agreement of any new Law or/and change in Law the amount of such increase shall be reimbursed by Leeds.

10. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT

10.1 Neither party shall gain any rights of ownership of copyright or any other Intellectual Property Rights owned by the other by virtue of this Agreement.

10.2 Except as otherwise provided within this Agreement, the copyright and all other intellectual property rights in all bespoke works (including computer programs) developed by Metro for

the purposes of this Agreement shall belong to Metro and Metro shall at Leeds's request grant a royalty free licence to use such intellectual property solely for Leeds's internal purposes.

11. CONFIDENTIAL INFORMATION

11.1 For the purposes of this clause "Confidential Information" shall mean any data, technical specifications, drawings, schematics, programs, operation manuals, communications protocols, components of intellectual property, trade secrets, customer lists, know-how, financial and marketing information, methods of encryption, source codes and other source materials, and other information or materials reflecting the proprietary technology and any other information of a technical or commercial nature in whatever form disclosed by one party ("the Disclosing Party") to the other ("the Receiving Party") whether written, orally, visually, in the form of samples, models or otherwise, which is clearly identified to indicate that it is proprietary or Confidential, provided, however, that failure to so identify materials or information shall not except them from this Agreement if they otherwise communicated, orally or in written form, in such a manner as to be reasonably understood as confidential.

11.2 Each party undertakes in respect of Confidential Information for which it is the recipient:

- (a) to treat such Information as confidential and to observe the requirements of the of any data sharing protocol agreed between the parties;
- (b) to protect against unauthorised disclosure the Confidential Information of the other party by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature. Such obligation of confidentiality shall continue for two (2) years from disclosure of the information to the other party;
- (c) not without the Disclosing Party's prior written consent to communicate or disclose any part of such Confidential Information to any person except:
 - (i) only to those employees; agents; sub-contractors and other suppliers on a need to know basis who are directly involved in the provision of the Education Transport Service and who have been bound to the terms of this clause;
 - (ii) the recipient's auditors professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the recipient;
 - (iii) to ensure that all persons and bodies mentioned in clause 11.2(ii) are made aware prior to disclosure of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Disclosing Party and to use all reasonable

endeavours to ensure that such persons and bodies comply with the provisions of this clause.

- (iv) not to use or circulate such Confidential Information within its own organisation except to the extent necessary for the purposes of the provision of the Education Transport Service.
- (d) The Disclosing Party warrants that it has the right to disclose the information it releases to the other party pursuant to this Agreement.
- (e) At the end of this Agreement either party shall upon written request of the other promptly return all written Confidential Information disclosed to it by the other party under this Agreement.
- (f) The obligations set out in this clause shall not apply to Confidential Information which:
 - (i) becomes generally available to the public or enters the public domain other than as a result of a disclosure which violates any term or condition of this Agreement; or
 - (ii) the Receiving Party can demonstrate by reference to business records was already known to it at the time it was disclosed, or
 - (iii) is subsequently received by the Receiving Party, in good faith, from a person or entity other than the Disclosing Party having the right to make such disclosure; or
 - (iv) is excepted from the covenants of confidentiality and nondisclosure contained herein or by the express written agreement of either party;
 - (v) can be clearly verified as independently developed by the Receiving Party, without use of the Confidential Information.
- (g) This clause will continue in force notwithstanding the termination of this Agreement for any reason.

12. FREEDOM OF INFORMATION

12.1 Notwithstanding the provisions of clause 11 both parties are under a duty to make information available to the public under the Freedom of Information Act 2000 (hereinafter referred to as "FOI").

12.2 Where one party (the "Requested Party") receive a request under FOI relating to the subject

matter of this Agreement it shall be entitled to disclose such information as it considers necessary to discharge its duty under FOI.

- 12.3 Before making any disclosure the Requested Party shall first inform the other party of the request and consider any reasonable representations made by it, including considerations of commercial sensitivity. The parties shall give reasonable assistance to each other to locate and supply any information requested under FOI.

13. DATA PROTECTION

- 13.1 Both parties shall comply with their respective obligations under the provisions of the Data Protection Act 1998.

- 13.2 Where Metro or its permitted Sub-Contractors, as part of the provision of the Education Transport Service under this Agreement, processes personal data as a data processor on behalf of Leeds, Metro shall, and shall use reasonable endeavours to procure its permitted Sub-Contractors to:

- (a) act only on instructions from Leeds as data controller; and
- (b) comply with the Leeds's instructions in relation to the processing of personal data as such instructions are given and varied from time to time.
- (c) **Both Leeds and Metro whether acting as a Data Processor or a Data Controller as defined in the Data Protection Act 1998 shall indemnify and keep indemnified the each other in full from and against all claims, proceedings, actions, damages, costs, fines, expenses and any other liabilities which may arise out of, or in consequence of, the breach or purported breach of the Data Protection Act or the performance or non-performance by the either party of its obligations under the Contract in relation to the Data Protection Act, including loss of or damage to property, financial loss arising from any breach of the Data Protection Act 1998, or any other loss which is caused directly or indirectly by any act or omission of the either party. Neither party shall be responsible for any loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the other or by breach by the other of its obligations under the Contract.**
- (d) **The provisions of this clause 13 shall apply during the period of this Agreement and indefinitely after its expiry.**

14. PERMANENT CHANGES AND VARIATIONS TO THE EDUCATION TRANSPORT SERVICE

- 14.1 Leeds may request (and/or Metro may recommend) variations to any part of the Education Transport Service provided ("Variations").

- 14.2 Within five working days of receipt of a written request of the Variation from Leeds, Metro shall provide to Leeds a quotation for making the Variation. If Leeds then wishes to proceed with the Variation, Leeds shall instruct Metro in writing to deliver the Variation within a further

five working days or when mutually agreed. If the Variation is a major one affecting more than 10% of the value of the Reimbursement Fee, Metro will provide an estimate of costs involved and the time required to implement the Variation.

14.3 Until such time as any Variation is formally agreed between Metro and Leeds pursuant to this clause, Metro shall continue to perform and to be paid (subject to clause 14.2 above) as if such Variation had not been requested or recommended.

14.4 If Metro makes a recommendation under Clause 14.1 above which Leeds in its discretion does not wish to adopt, then Leeds's refusal to adopt the recommendation or the resulting Variation shall not excuse Metro from performance of any of its obligations under this Agreement, as far as they are capable of performance in the circumstances.

14.5 Any temporary changes to the Education Transport Service will be effected in a timely manner to ensure that the children's safety and convenience are a priority.

15. CONTRACTS FOR BUS SERVICES

Metro may sub-contract the performance of any part of its obligations hereunder to any qualified and reputable Operator or Sub-Contractor. The placing of any sub-contracts by Metro shall not relieve Metro of any of any of its obligations hereunder.

16. DISPUTE RESOLUTION

Any dispute or difference which may arise between the parties in connection with or arising out of this Agreement shall be referred to the Directors of each party, or their designated representatives who will meet within two weeks of a written request to discuss and resolve any dispute in good faith.

17. TERMINATION

17.1 Forthwith upon the occurrence of any of the following events, a party (the "Terminating Party") may (without prejudice to any other right or remedy) by written notice to the other party terminate this Agreement with immediate effect:

(a) if the other party fails to pay when due any sum (which is not subject to any bona fide dispute) payable under this Agreement and fails to pay within thirty (30) days of receipt of notice from the Terminating Party identifying that a payment has not been made in accordance with this Agreement; or

(b) if the other party commits a breach of any material obligation under this Agreement, including a breach of any representation, warranty or confidentiality, and fails to remedy it

within thirty (30) days of receipt of notice from the Terminating Party of such breach.

17.2 Subject to the provisions of clause 9 above any termination under the provisions of this clause shall be without prejudice to any rights and liabilities of the parties hereunder up to the date of termination.

17.3 Termination of this Agreement shall not release either of the parties from any other liability which at the time of termination has already accrued to the other party, nor affect in any way the survival of any other right, duty or obligation of the parties which is expressly stated elsewhere in this Agreement to survive such termination.

17.4 Where the payment of any sum due pursuant to this Agreement is disputed the paying party shall pay any amount which is not in dispute and either party may refer the matter to resolution in accordance with clause 16.

18. HEALTH AND SAFETY

18.1 Metro, any Sub-Contractor and its employees shall, when on Leeds's or school premises, conduct their activities so that their equipment, working conditions and methods are safe and without risk to health for their own and the Leeds's employees as well as for any other users of the premises.

18.2 Metro shall comply with any such site regulations and with any reasonable instructions of Leeds which may affect the health and safety of its employees.

18.3 Metro shall advise Leeds regarding any Health and Safety matters concerning potential hazards as reported by Sub-Contractors entering and within school sites.

20. APPOINTMENT OF REPRESENTATIVES

Each party shall appoint representatives who will be responsible for all communications with the other party under this Agreement.

21. NOTICES

All notices required under this Agreement shall be in writing and shall be considered given upon delivery of email, facsimile or within five (5) days of mailing postage prepaid or by recorded delivery and appropriately addressed to the other party's appointed representative.

22. WAIVER

No delay, neglect or forbearance on the part of either party in enforcing against the other

party any terms of this Agreement shall either be or be deemed to be a waiver or in any prejudice any right of that party under this Agreement.

23. RELATIONSHIP

Both parties acknowledge and agree that nothing in this Agreement shall constitute, create or give effect to a joint venture, pooling arrangement, principal/agency relationship, partnership or formal business organisation of any kind and neither party shall have the right to bind the other without the other's prior express written consent. Neither party shall at any time hold itself or themselves out to be an employee of the other.

24. SEVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the other provisions which shall remain in full force and effect.

25. SECURITY MEASURES

Leeds shall inform Metro of any security measures which are required in respect of this Agreement.

26. AMENDMENTS

This Agreement shall only be amended or varied by the written agreement of both parties.

27. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

28. SCRUTINY BOARD AND EXECUTIVE BOARD ASSISTANCE

28.1 If required by Leeds to do so, Metro shall throughout the duration of this agreement and for a period of six years after expiry of this agreement give all reasonable assistance to Leeds including attending Leeds's scrutiny and/or executive board in order to answer questions pertaining to this agreement.

28.2 In the event that Leeds requires Metro's assistance after the expiry of this agreement as referred to in clause 28.1, Leeds shall pay the reasonable expenses of Metro arising as a result of providing such assistance.

29. APPLICABLE LAW

This Agreement shall be in all respects governed by and construed in accordance with the laws of England.

IN WITNESS of which this Agreement has been duly executed by the Parties.

Signed for and on behalf of **LEEDS CITY COUNCIL**

Signature:

Name:

Position:

Date

Signature:

Name:

Position:

Date

Signed duly authorised for and on behalf of **WEST YORKSHIRE COMBINED AUTHORITY**

Signature:

Name:

Position:

Date

SCHEDULE 1

A THE SERVICE LEVELS

1. THE LARGE BUS SERVICE

Metro agrees to the following service levels when providing the Large Bus Service as part of the Education Transport Service:

- 1.1 Provide a staffed office service between 07:45 and 1700 and later, by exception, dependent on emergency activities Monday to Friday less Bank Holidays (unless otherwise agreed in writing).
- 1.2 Provide a contact person for all enquiries and make out of office information available when the named person is unavailable.
- 1.3 Let annual contracts and variations in accordance with both a mutually agreed time-table and this Agreement whilst continually identifying cost drivers and value for money.
- 1.4 Provide an efficient and robust administrative service which will assess eligibility to free home to school travel in accordance with the Leeds's policy. This service will also ensure that School Passes and Boarding Passes are delivered to eligible children's home address (or College of Further education where applicable) within identified timescales. The provision of this service will encompass the efficient process of all related correspondence, including the notification of decisions to refuse free travel and the reasons for such refusals and maintenance of required records. Appeals against the decisions not to provide free travel will be referred to Leeds.
- 1.5 Take all necessary measures to ensure Operators do not sub-contract work further.
- 1.6 Provide written evidence that Mybus drivers and drivers on other services as agreed are Disclosure Barring Service (DBS) checked to an enhanced level, correctly licensed and operate in accordance with all legislative and regulatory requirements. Vehicles must be licensed, maintained and operated in accordance with all legislative and regulatory requirements. Vehicle interiors must always be clean, tidy and free from obstacles that are likely to cause accident or injury and their heating and ventilation systems must be effective and capable of achieving 60 degrees Fahrenheit. Only Authorised Passengers may be carried.
- 1.7 Effectively monitor all drivers on contracted services to ensure their DBS is renewed on a three yearly cycle.

- 1.8 Initiate investigations into all incidents, accidents and complaints or occurrences within a maximum of five working days and keep Leeds informed of progress on a weekly or mutually agreed basis thereafter.
- 1.9 Carry out 100% contract compliance auditing of all providers on an annual cycle and exception auditing on an ad-hoc basis when issues are identified by either party. Audit results are to be passed to Leeds on a monthly basis other than in cases of investigation or complaint when they are required soonest.
- 1.10 Ensure that all Operators and their staff comply with the requirements of the Health and Safety at Work Act 1974, or as amended, and safety requirements covered by this Agreement, including any agreed variations.
- 1.11 Require Operators to provide a suitable replacement vehicle within 30 minutes when an accident or breakdown occurs.
- 1.12 Require Operators to inform Leeds and Metro of all and any incidents or accidents within 5 minutes of the occurrence, as far as possible. This category covers injury to passengers, drivers, escorts and third parties, significant damage to vehicles and / or serious service failures. Any lateness of 15 minutes or over on collection / drop off and any client carriage over one hour must be reported unless prior authorisation has been granted.
- 1.13 Prior to the start of each academic year and within 1 calendar month of the end of each school term notify any awards of 'de minimis' and emergency contracts.
- 1.14 Provide a yearly breakdown of all bus costs including service number, school, available seats type of serve, who pays, i.e. Mybus, etc.
- 1.15 Ensure that Leeds is copied into any correspondence with schools and/or Councillors/MPs and given advance warning of any meetings which are arranged with schools.
- 1.16 Give prior notice of any increase in costs at least one calendar month before invoiced.
- 1.17 Give advance warning before any additional services are agreed together with a detailed breakdown of any additional costs to be incurred.
- 1.18 Ensure that with the exception of the initial School Pass estimate at the beginning of the academic year, all other invoices have a full breakdown of the cards issued by school, pupil, sheet number, terms and cost.
- 1.19 Turn around all in-year passes within seven working days.

- 1.20 Distribute all passes for which timely applications have been submitted at least two weeks prior to the start of the academic year.
- 1.21 Not change passes from the original order without prior confirmation from Leeds.
- 1.22 Submit in the first week of each October a breakdown of the number of Boarding Passes issued to each service, showing capacity and allocation.
- 1.23 Submit in the first week of October a breakdown of the capacity on all 'MyBus' services.

2. TAXI OR MINIBUS PROVISION

Metro agrees to the following service levels when providing taxis or minibuses as part of the Education Transport Service:

- 2.1 Provide a staffed office service between 07:45 and 1700 and later, by exception, dependent on emergency activities Monday to Friday less Bank Holidays (unless otherwise agreed in writing).
- 2.2 Provide a contact person for all enquiries and make out of office information available when the named person is unavailable.
- 2.3 Provide Operators with clear written instructions for all permanent transport requirements and variations
- 2.4 Let all contracts and variations:
 - (a) to appropriately licensed and competent Operators only;
 - (b) to provide quotes within a maximum of five (5) working days;
 - (c) to start within 10 working days of receipt of request for transport, as far as possible, and confirm to Leeds the required details (contractor name, run number, start date, cost and contact telephone number) by the 5th day at the latest;
 - (d) in accordance with the instructions on each TRF, this Agreement and/or written instructions given by Leeds;
 - (e) to notify Leeds in writing of an changes to the contract within ten working days
- 2.5 Let all temporary contracts and variations:

- (a) to appropriately licensed and competent Operators only;
 - (b) in a timely manner to ensure children's safety and convenience is paramount.
- 2.6 Let annual contracts and variations in accordance with both a mutually agreed time-table and this Agreement whilst continually identifying cost drivers and value for money.
- 2.7 Roll over agreed contracts into a following year on agreement between Leeds and Metro on adequate level of service quality standards and cost.
- 2.8 Take all necessary measures to ensure Operators do not sub-contract work further.
- 2.9 Provide written evidence that drivers are Disclosure Barring Service (DBS) checked to an enhanced level, correctly licensed and operate in accordance with all legislative and regulatory requirements. Vehicles must be licensed, maintained and operated in accordance with all legislative and regulatory requirements. Vehicle interiors must always be clean, tidy and free from obstacles that are likely to cause accident or injury and their heating and ventilation systems must be effective and capable of achieving 60 degrees Fahrenheit. Only Authorised Passengers may be carried.
- 2.10 Effectively monitor all drivers to ensure their DBS is renewed on a three yearly cycle.
- 2.11 Initiate investigations into all incidents or occurrences within a maximum of 5 working days and keep Leeds informed of progress on a weekly or mutually agreed basis thereafter.
- 2.12 Carry out 100% contract compliance auditing of all providers on a two yearly cycle and exception auditing on an ad-hoc basis when issues are identified by either party. Audit results are to be passed to Leeds on a monthly basis other than in cases of investigation or complaint when they are required soonest.
- 2.13 Ensure all equipment involved in service delivery is commensurate with legal requirements, as appropriate, and that contracted drivers are fully aware of the needs of users as specified in writing, by Leeds.
- 2.14 Require drivers to wear their identification (ID) at all times and produce same on request.
- 2.15 Organise, in so far as is practical, that the same driver/vehicle is used on regular journeys (maximum of three drivers on any contract/run) to establish trust, continuity and cooperation between all parties involved. There should be a maximum of 3 drivers used on any one route.

- 2.16 Ensure that Operators have compliant (legal/regulatory) written standards, which include, as a minimum, customer standards for:
- (a) vehicle and equipment checks, maintenance and defect reporting;
 - (b) where necessary, passenger restraint, wheelchair securing and safe working procedure for vehicles with ancillary equipment, e.g. tail lifts;
 - (c) use of mobile phones or hand held devices whilst driving;
 - (d) drink and drugs.
- 2.17 Ensure that all operators and their staff comply with the requirements of the Health and Safety at Work Act 1974, or as amended, and safety requirements covered by this Agreement, including any variations.
- 2.18 Require Operators to provide a suitable replacement vehicle within 30 minutes when an accident or breakdown occurs.
- 2.19 Ensure all Operators comply fully with Operator Licensing and/or Hackney Carriage Licensing requirements.
- 2.20 Require Operators to inform Leeds and Metro of all incidents or accidents within 5 minutes of the occurrence, as far as possible. This category covers injury to passengers, drivers, escorts and third parties, significant damage to vehicles and / or serious service failures. Any lateness of 15 minutes or over on collection / drop off and any client carriage over one hour must be reported unless prior authorisation has been granted.
- 2.21 Require Operators to report any changes in passenger behaviour, physical deterioration or injury or suspected child abuse immediately.
- 2.22 Ensure that Leeds is copied in to any correspondence with schools and / or Councillors/MPs and given advance warning of any meetings which are arranged with schools.
- 2.23 Assess all in-year applications for free travel and either deliver to recipients or notify of failure to qualify within 7 working days.
- 2.24 Distribute all passes for which timely applications have been submitted at least 2 weeks prior to the start of the academic year.

3. CONTRACTOR LICENSING AND INSURANCE

Metro will ensure that the:

- 3.1 Operator is appropriately licensed and insured.
- 3.2 Operator takes out and maintains valid policy of insurance.
- 3.3 Operator will indemnify and release Metro and Leeds from all liability and against claims for financial loss.
- 3.4 Operator holds a valid PCV Operator License.
- 3.5 Operator's drivers hold valid PCV Driver License CPC Card.

4. SERVICE SPECIFICATION

Metro will ensure that all Operators will provide services in accordance with the specification, which details:

- 4.1 Vehicle type, configuration and capacity to be supplied.
- 4.2 Route to be followed.
- 4.3 Timetable to be observed.
- 4.4 Bus stops and, if appropriate, limited stop conditions to be observed.
- 4.5 If registered, fare stages to be observed.
- 4.6 Other requirements as appropriate.

5. SAFETY AND SECURITY

Metro will ensure that all Operators will comply with procedures and protocols designed to ensure the security, safety and comfort of children, including:

- 5.1 All drivers to cleared through Criminal Records Bureau and undergo customer care training as specified.
- 5.2 Hold in strict confidence any information about service users in accordance with data protection regulations and policy.

- 5.3 Undertaking health and safety risk assessments and maintaining risk registers in relation to school services.
- 5.4 Responding to incidents of misbehaviour in accordance with the 'Behaviour Protocol'.
- 5.5 Working with partners to promote safe and sustainable transport.

6. TICKETING AND BUS PASSES

Metro will ensure that all Operators will comply with bus pass and ticketing arrangements including:

- 6.1 Metro's Boarding Pass and permit check procedures.
- 6.2 Metro's 'Card Care' scheme.
- 6.3 West Yorkshire Concessionary Travel Scheme.
- 6.4 National Travel Tokens Scheme.

7. SUPPLY OF INFORMATION

Metro will ensure that all Operators will maintain statistical data and records on operational performance and report details to Metro within specified timescales including:

- 7.1 Passenger numbers and 'on bus' revenue.
- 7.2 Incidents of late, early or non-operation.
- 7.3 Incidents of pupil misbehaviour and vandalism.
- 7.4 Complaints received from parties other than Metro.
- 7.5 Opportunities to improve the overall efficiency of services.

B KEY PERFORMANCE INDICATORS

The key performance indicators are as set out below. These will be monitored and a summary report will be provided to Leeds's Children's Services within four weeks of the end of each school term

1. Efficiency

Annual direct agency subsidy per pupil (divided into bus and taxi/minibus);

Annual direct agency subsidy per contract (divided into bus and taxi/minibus);

Annual direct agency subsidy per trip divided into bus and taxi/minibus);

Daily direct agency subsidy per pupil trip (divided into bus and taxi/minibus);

Average cost per mile (taxi and minibus only);

Average occupancy rate (contract and registered contract services);

Comparisons of each of the above with the countywide subsidies/averages.

2. Service Reviews

Number of school bus network reviews undertaken;

Comparison with other districts.

3. Performance Management

Number of performance management meetings with operators;

Penalty points awarded to operators;

Formal warnings and other sanctions given to operators;

Comparisons of the above with other districts.

SCHEDULE 2

THE REIMBURSEMENT FEE

1. The annual Reimbursement Fee payable to Metro is £227,257.
2. The Reimbursement Fee will be adjusted by the Retail Price Index (RPI) in September of each year, unless any variation to the Reimbursement Fee is agreed by both parties to this Agreement.
3. Cost share agreement

Total cost of providing bus, taxi and other services and providing school and Boarding Cards will be shared in the ratio of 65% per cent Leeds and 35% per cent Metro. This ratio reflects the distribution of real costs to each party prior to the establishment of the initial partnership agreement. This ratio may be reviewed annually should underlying circumstances change (e.g. school re-organisation), with the agreement of both parties.

4. Big bus contract
 - (a) The total Reimbursement Fee for the base academic year is to be established and include any concession / subsidy from the Metro prior to contracting.
 - (b) Leeds is to be involved in any annual uplift / re-tendering / contract variation discussion to ensure that any impact on the budget is clear to all parties.
5. Payments to Operators

On an annual basis, Leeds shall;

- (a) Agree with Metro on the annual uplift (inflationary concession) on contracts that are to be rolled over for a further 12 months (RPI).
- (b) Agree with Metro each individual re-tender price on non-tenders to be rolled over.
- (c) Agree with Metro any contract variations and associated price variations that arise throughout the duration of the contact.