

**STANDARD CONDITIONS OF
CONTRACT FOR THE PROVISION OF
BUS SERVICES UNDER CONTRACT
TO SOUTH YORKSHIRE PASSENGER
TRANSPORT EXECUTIVE**

MAY 2004

CONDITIONS OF CONTRACT FOR BUS SERVICES

INTRODUCTION

These are the South Yorkshire Passenger Transport Executive standard conditions of contract for bus services.

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CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 In these Conditions except where the context otherwise requires the following expressions shall have the meanings given below :-

“Accounting Period” means in most instances a period of four weeks duration for which payment of the Period Contract Payment is due.

“Authorised Officer” means the Executive’s representative as is nominated from time to time by the Executive.

“Change” means a change to the Services made in accordance with Clause 15.

“Commencement Date” means the date the Services are to commence as notified in the Letter of Award.

“Concessionary Fares Scheme” means the Scheme established by the PTA for the provision of concessionary fares to certain categories of the travelling public as amended from time to time.

“Contract” means these Conditions of Contract together with the Letter of Award, the Specification, the

Invitation to Tender, the Method Statement and any other documentation expressly incorporated into the Contract by the Letter of Award and any subsequent changes made by agreement.

“Contractor”

means the person to whom the Contract is awarded and where appropriate will include any employee, agent or sub-contractor of the Contractor.

“Contract Manager”

means the person nominated from time to time by the Contractor to manage the Contract.

“Contract Period”

means the period specified in the Letter of Award.

“Contract Price”

means the amount specified in the Letter of Award being the total value of payments to be made under the Contract less any initial capital paid to the Contractor (covered by a supplemental agreement e.g. any grant payable towards the purchase cost of vehicles).

“Criminal Record Certificate”

means a certificate issued in

accordance with S. 113 (Standard Disclosures) of the Police Act 1997

“Designated Service Change Date” means a date agreed between the Operators and the Executive from time to time as a date on which Service revisions should take place such dates normally occurring at quarterly intervals.

“Executive” means the South Yorkshire Passenger Transport Executive.

“Index” means the General Index of Retail Prices published by the Office for National Statistics.

“Invitation to Tender” means the documents issued by the Executive inviting the Contractor to submit a tender.

“Letter of Award” means the letter sent by the Executive awarding the Contract to the Contractor.

“Lost Mileage Deductions” means deductions to be made from any Period Contract Payment for a Service (or part thereof) which has not operated or is deemed not to have operated (in whole or part) in accordance with clause 12.3.

“Method Statement”	means the document supplied by the Contractor supporting the Contractors tender for the Contract describing amongst other matters the Contractors proposed method of operation including details of the vehicles to be used on the Contract.
“Minimum Cost Contract”	means a contract where the Executive takes the revenue risk and no Passenger Revenue is retained by the Contractor as indicated in the Letter of Award.
“Minimum Subsidy Contract”	means a contract where the Contractor takes the revenue risk.
“Passenger Revenue”	means the fares collected on the Services operated in the performance of the Contract including any on bus sales of prepaid tickets (except to the extent that there is agreement between the Operator and the Executive to the contrary or that the sale relates to the sale of a multi operator ticket and the Contractor is obliged to pass on that revenue to the body administering the sale proceeds of multi operator tickets).

<p>“Passenger Revenue/Performance Return”</p>	<p>means the four-weekly statement which the Contractor is required to submit setting out the number of passengers carried, the fares collected (Passenger Revenue), any instances of non-operation and such other information as may reasonably be required by the Authorised Officer.</p>
<p>“Performance Deductions”</p>	<p>means deductions to be made from the Period Contract Payment in accordance with clause 9.</p>
<p>“Period Contract Payment”</p>	<p>means the amount due to the Contractor (before any deductions or adjustments are made) for any Accounting Period.</p>
<p>“PTA”</p>	<p>means South Yorkshire Passenger Transport Authority.</p>
<p>“Real Time Information System”</p>	<p>means the System operated in South and West Yorkshire for the provision of information by real time.</p>
<p>“SAFE Partnership”</p>	<p>means the partnership between the Executive, Operators, BOSSY, South Yorkshire Police and others which has responsibility for promoting safety</p>

on public transport.

“Service” and “Services”

means the public transport service(s) which the Contractor is required to provide in accordance with the Contract.

“Specification”

means the Vehicle Specification incorporated into the Contract in accordance with the Letter of Award.

“Ticketing Equipment”

means any equipment and/or software either of the Contractor or the Executive used to issue tickets, record Passenger Revenue, record the use of passes and all forms of prepaid travel, provide real time information and/or any other information.

“Transcend”

means the software used by the Executive for the receipt of passenger and revenue information from the Contractor, as amended from time to time.

“Vehicles”

means the vehicles used to provide the Services.

“Working Days”

means Monday to Friday inclusive except any Bank

Holidays.

“Yorcard” means [the electronic ticketing platform established by West and South Yorkshire Passenger Transport Executive.

- 1.2 A reference to any Act of Parliament or to any Order Regulation Statutory Instrument or the like shall include a reference to any amendment or re-enactment of the same.
- 1.3 Words importing the masculine gender include the feminine gender. Words in the singular include the plural and vice-versa and words importing individuals shall be treated as importing corporations, companies and vice-versa.
- 1.4 Headings are for ease of reference only and shall not affect construction or interpretation of the Contract.

2. CONTRACTOR’S OBLIGATIONS

- 2.1 The Contractor will at all times during the Contract Period provide the Services to the standard required by the Contract.
- 2.2. The Contractor will warrant that it has obtained and will retain all licences, approvals, registrations, permits, insurances and any other matters legally required for the provision of the Services.
- 2.3 The Contractor will at all times exercise all skill, care and diligence in providing the Services.
- 2.4 The Contractor will at all times participate in the Concessionary Fares Scheme and allow travel for qualifying passengers at the concessionary fare applicable at the time of travel. No claim for

reimbursement under the Concessionary Fares Scheme shall be made for a Contract awarded on a Minimum Cost Contract basis.

- 2.5 The Contractor will use Transcend (or such other electronic data analysis system as may be approved by the Executive), in accordance with the standard agreement from time to time in use.
- 2.6 Where the Executive stipulates the fares to be charged by the Contractor then until such time as the Executive notifies the Contractor of a variation the Contractor shall apply the fares so notified to it.
- 2.7 Where the fares to be charged by the Contractor for operating the Services are not stipulated by the Executive then the fares charged will not be higher than the maximum fare charged and not be lower than the lowest fare charged by operators operating on the route or part thereof, or if there is no such comparable fare it will be in line with the prevailing fare scale in the area. The Contractor will provide the Authorised Officer with a current faretable for the Services and will make this available on request to passengers. No change to fares will be made without the prior written agreement of the Authorised Officer (such consent not to be unreasonably withheld or delayed). The Contractor will use reasonable endeavours to ensure that all passengers are charged the correct fare for the journey.
- 2.8 The Contractor shall at all times while providing the Services accept valid tickets that have been issued in advance by the Executive and may refuse travel to passengers who do not pay a fare or have a valid pass or permit. When deciding whether to refuse travel the Operator should have regard to any national or local guidance issued in respect of refusing travel to specific groups of passengers e.g. children or the elderly. Nothing in this clause 2.8 confers any obligation on the Contractor to carry the passenger where to do so would mean that the vehicle capacity was exceeded nor any prepaid or other ticket issued by the Executive confer any priority in respect of travel rights.

- 2.9 Without prejudice to the Executive's rights under Clause 9 (Default of the Contractor) the Contractor shall forthwith notify the Executive if it becomes aware that it will be unable to operate a Service or part thereof. Such notification must be made by telephone to the Authorised Officer and confirmed in writing.
- 2.10 Under no circumstances will the Contractor make any variation or change to the Services without the express written approval of the Authorised Officer. Where circumstances beyond the control of the Contractor prevent the specified route or timetable from being followed the Contractor shall adopt an alternative which is as close as practically possible to the specified route and timetable. Any such alterations lasting for more than one day must be agreed with the Authorised Officer as soon as possible thereafter.
- 2.11 The Contractor shall advise the Authorised Officer of any regular problems experienced in complying with the specified route and timetable. In the event of the Contractor reporting such problems to the Executive it will co-operate with the Contractor to agree any changes required and shall agree to their implementation as soon as possible. Consent for any such change will not be unreasonably withheld.
- 2.12 If a passenger tenders legal currency in an amount that covers the fare then provided such amount tendered does not exceed £20.00 the Contractor will not refuse to carry that passenger due to the fact that the passenger does not tender the correct change for the fare or due to the fact that the Contractor has insufficient change on the vehicle at the time of boarding. This clause shall not oblige the Contractor to accept a denomination of currency if the Contractors policy is not to accept such currency due to the risk of fraud.

- 2.13 Passengers shall be prohibited from smoking on all Services and appropriate signage shall be displayed. The Contractor shall take all reasonable steps to enforce such prohibition.
- 2.14 The Contractor shall use electronic Ticketing Equipment on all Services. Subject to clause 2.16 all passengers who pay a fare must be issued with a ticket to the appropriate value and showing the appropriate passenger category. A record must be kept of all passengers who for whatever reason travel without payment of a fare.
- 2.15 Except for circumstances beyond the Contractors reasonable control the Contractor will at all times use the designated stands within bus stations and interchanges, subject to any changes which may be notified from time to time and also designated bus stops along the route of the Service.
- 2.16 At all times the Operator shall participate in Yorcard subject to the conditions of that scheme.
- 2.17 The Contractor shall at all times operate the level of service specified for the appropriate day of the week with the following exceptions (only):
- No service is required to operate on 1st January, 25th December or 26th December.
 - The specified Sunday service will be provided on Easter Monday, May Day Bank Holiday Monday, Spring Bank Holiday Monday and August Bank Holiday Monday.
 - The specified Sunday service will also be provided on any day which is designated as a Bank Holiday in lieu of 1st January, 25th December or 26th December when these days do not fall on a weekday.

- Unless agreed otherwise between the parties on 24th December and 31st December any journey which is specified to finish after 2000 hours is not required to operate.
- For Services on Good Friday the Contractor may by notice in writing given to the Authorised Officer no later than 56 days prior to Good Friday request that a different level of service is to be provided. The Authorised Officer (acting reasonably) shall consider such a request and shall within 28 days of receipt of the request notify the Contractor of its decision.

3. VEHICLES

- 3.1 In providing the Services the Contractor shall only operate Vehicles that meet or exceed the qualitative assurances given in the Method Statement and comply with the Specification.
- 3.2 Without prejudice to 3.1 above any Vehicle used in providing the Services will meet all the requirements of all relevant Acts of Parliament, Statutory Instruments, Orders or Regulations from time to time in force.
- 3.3 The Contractor will keep all Vehicles and associated equipment used to provide the Services in good and serviceable repair and in such condition both mechanically and in external appearance as is commensurate with the proper performance by the Contractor of his obligations under the Contract.
- 3.4 All Vehicles used for the provision of the Services shall on a daily basis be cleaned internally and excess litter shall be regularly removed as required. Externally they shall be cleaned at least weekly and more regularly (including daily) when required.

- 3.5 All Vehicles will be equipped with heaters which must be used as necessary.
- 3.6 The Contractor will at all reasonable times with appropriate notice and subject to the Operators obligations to the Traffic Commissioner to operate its services permit the Authorised Officer access to any Vehicle or equipment used to provide the Services. The Authorised Officer (acting reasonably) shall be entitled to serve upon the Contractor a notice in writing requiring the Contractor to put any Vehicle into such condition (including cleanliness) as is reasonably required for the proper performance of the Services. The Contractor shall forthwith upon receipt of such notice cause all necessary works to be carried out in order to comply with such notice.
- 3.7 Without prejudice to the generality of clause 3.6 the Executive shall have the right to inspect and audit (or to procure the inspection and audit of) the Contractor's systems of maintenance and repair.
- 3.8 The Contractor shall ensure that it has an adequate number of Vehicles available as non-availability of a Vehicle will not be deemed an acceptable reason for failure to provide the Services save for exceptional circumstances.
- 3.9 The Contractor must operate vehicles which provide the specified seating capacity, and shall notify the Authorised Officer if this capacity is regularly found to be inadequate for any journey within the Contract, giving full details of the problem. Smaller capacity vehicles may be used on certain journeys provided that they offer sufficient seating capacity for all passengers who may reasonably be expected to travel.
- 3.10 Without prior agreement from the Authorised Officer the Contractor will not use any open-top, vintage or similar vehicle in the performance of the Services.

- 3.11 The Contractor shall display on its vehicles used under the contract any notices as reasonably required by the Executive, including if required an indication that a specific journey is operated under contract to the Executive.
- 3.12 Upon request from the Executive the Contractor shall ensure that the Executive's monitoring staff are carried on any Vehicle operating a Service and allowed to conduct relevant surveys on such Vehicles. At all times such staff shall comply with all regulations covering the conveyance of passengers (including any maximum to be carried) and shall at all times comply with the reasonable instructions of the driver in relation to the operation of the vehicle or the service.

4. LICENCES, REGISTRATIONS, ETC.

- 4.1 If at any time any insurance, licence, approval, registration or other permission required to provide the Services is revoked, removed, restricted, suspended or amended or if the Contractor or any sub-contractor shall have any action taken, or be called to public inquiry, by any competent agency or body including without prejudice to the generality the Police, the Traffic Commissioner, the Health and Safety Executive and VOSA, then the Contractor shall forthwith notify the Authorised Officer by telephone and confirm this in writing.
- 4.2 If as a consequence of any matter referred to in 4.1 above the Contractor may no longer lawfully operate the Services or any part thereof then the Authorised Officer must be notified forthwith and the Services or the relevant parts thereof (as appropriate) shall be suspended forthwith and the Traffic Commissioner notified accordingly. Without prejudice to the Executive's rights under clauses 16 and 17 (Termination/Recovery of Sums Due) if the Contractor's licence, approval, registration or permission is restored the Executive may by written notice require the Services to be recommenced immediately. The Executive may at any time while the Services or any part thereof

are suspended terminate the Contract or part thereof in accordance with clause 16 (Termination).

- 4.3 The Contractor shall copy to the Executive all relevant correspondence with/from the Traffic Commissioner or any other competent agency or body relating to any licence, approval, registration or permission lawfully required to operate the Services being removed, revoked, restricted, suspended or amended and keep the Authorised Officer fully and promptly informed.

5. APPLICATION OF APPENDICES

- 5.1 In respect of extensions to the Contract Period the provisions of Appendix 5 shall apply where the Letter of Award specifies that they shall apply.
- 5.2 The provisions of Appendix 3 (School Services) shall apply to the Contract where the Letter of Award specifies that they shall apply.
- 5.3 The provisions of Appendix 6 (Criminal Record Bureau Checks) shall apply where the Letter of Award specified that they shall apply.

6. CONTRACTOR'S EMPLOYEES

- 6.1 The Contractor shall appoint a Contract Manager to act on his behalf for all purposes connected with the Contract and shall promptly notify the Authorised Officer of such appointment and any change thereto. Any notice, information, instruction, request, or other communication given or made to the Contract Manager by the Executive shall be deemed to have been given or made to the Contractor. The service of any such notice shall comply with the provisions of clause 20 (Service of Notices).

- 6.2 The Contractor shall at all times during the Contract Period employ sufficient, qualified and adequately trained drivers and other employees to ensure the proper performance of the Contract.
- 6.3 No employee of the Contractor will in connection with the Services solicit any gift or gratuity from a passenger.
- 6.4 The Executive reserves the right to require removal of any employee used by the Contractor in performance of the Services, who in the reasonable opinion of the Authorised Officer:-
- (i) is not performing in compliance with the Contract
 - (ii) is guilty of serious or repeated misconduct and/or negligence
 - (iii) is acting in a manner detrimental to the Executive's interests
 - (iv) is not fit to perform the Services
 - (v) is a risk to passengers or other road users
- 6.5 The right contained in 6.4 above shall not be exercised arbitrarily, vexatiously or capriciously by the Authorised Officer
- 6.6 The Contractor will replace any employee removed in accordance with 6.4 above with a properly qualified and trained replacement in such time as is reasonable in the circumstances to the Authorised Officer at no cost to the Executive.

7. STATUTORY COMPLIANCE

- 7.1 The Contractor shall carry out all of its obligations so as to comply with all relevant laws (whether such are mandatory or permissible) and with

the requirements of the common law, all acts of Parliament, statutory instruments, regulations and orders from time to time in force.

8. DISPUTE RESOLUTION

- 8.1 Where any dispute arises between the parties in connection with the Contract which cannot be resolved by the Authorised Officer and the Contract Manager (who shall co-operate in good faith to resolve the dispute), either party may by written notice request that a Director (or his senior nominee) of each party meet in good faith to attempt to resolve the dispute without recourse to legal proceedings. Where such a request is made the meeting must take place within 10 working days of the date the written request is made.
- 8.2 If the dispute is not resolved as a result of such meeting, either party may (at such meeting or within 5 Working Days days of its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a neutral adviser or mediator ("Neutral Adviser").
- 8.3 If the parties are unable to agree on a Neutral Adviser or if that person is unable or unwilling to act, either party may apply to the President of the Law Society to appoint a Neutral Adviser within 5 Working Days from the date of the proposal to appoint a Neutral Adviser or within 5 Working Days of notice to either party that he or she is unable or unwilling to act.
- 8.4 The parties shall as soon as possible meet with the Neutral Adviser in order to agree a programme for the exchanging of any relevant information and the structure to be adopted for the negotiations.
- 8.5 The Neutral Adviser shall produce recommendations based upon a review of information provided by the parties.

- 8.6 If the parties accept the Neutral Adviser's recommendations or otherwise reach agreement on the resolution of the dispute, such agreement shall be recorded in writing and, once signed by their representatives, shall be binding on the parties. The parties shall bear their own costs in connection with this clause 8 but the costs of the Neutral Adviser shall be borne as the Neutral Adviser directs.
- 8.7 Unless concluded by the written binding agreement referred to in clause 8.6, all negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings .
- 8.8 If the parties fail to reach agreement within 10 Working Days of the Neutral Adviser's recommendations then any dispute between them may be referred to the courts unless within such period or a further period of 5 Working Days the parties agree to refer the matter to arbitration to an arbitrator whose method of appointment is agreed between them.
- 8.9 Nothing in clause 8 shall operate so as to require any party to follow the dispute resolution procedure where in its reasonable opinion it considers that any legal rights that it may have would be prejudiced by delay including the possible loss of availability of interim relief.

9. DEFAULT OF THE CONTRACTOR

- 9.1 The Executive will monitor the performance of the Contractor under the Contract.
- 9.2 Subject to clause 9.3 below on each occasion that the Executive determines or the Contractor declares on his Passenger Revenue/Performance Return to the effect that the Services or any part thereof have either not been undertaken or have been carried out inadequately or otherwise not in accordance with the requirements of

the Contract and any instructions issued pursuant thereto, the Executive may do either or both of the following:-

- (i) Deduct from the Period Contract Payment Performance the following amounts in respect of every failure or default –

Category of Default (as set out in Part A of Appendix 1)	
TYPE A	The lower of £30 or 5% of Period Contract Payment
TYPE B	The lower of £15 or 5% of Period Contract Payment

PROVIDED THAT where the Contract relates to more than one Service the Performance Deduction for any default shall be based upon the Contractor's tendered price for the Service in default (ignoring any discounts given) and not upon the Contract Price. In the event that the Contractor has only submitted a combined price for more than one Service then the Performance Deduction shall be such proportion as the Authorised Officer shall (acting reasonably) deem reasonable in the circumstances.

- (ii) Give written notice to the Contractor setting out in general terms the matters giving rise to such notice and containing a reminder to the Contractor of the implications of such notice. Any such notice shall state on the face of it that it is a "Warning Notice" and shall be signed by the Secretary (or her nominee) to the Executive. Guidance in respect of when the issue of a Warning Notice would be appropriate is given in Part B of Appendix 1.

9.3 The Executive shall not exercise the power given in clause 9.2 if having had regard to the circumstances the Executive (acting

reasonably) determines that the default occurred for reasons beyond the Operators reasonable control,

9.4 In the event of the Contractor either:-

- (i) incurring Performance Deductions in any three consecutive Accounting Periods equivalent to 10% or more of the Period Contract Payment for those Accounting Periods; or
- (ii) incurring Performance Deductions in any twelve month period equivalent to 10% or more of the Contract Price for that period; or
- (iii) committing a breach of any of the obligations under the Contract.

then the Executive may at any time within three months of such event (without prejudice to any other right or remedy available to it) do any one or more of the following:

- (a) terminate the Contract (in which case the provisions of clauses 16.5 to 16.7 inclusive shall apply equally); or
- (b) without terminating the Contract provide or procure the Services or any relevant part thereof in accordance with the provisions of clause 10 (Substituted Performance); or
- (c) without terminating the whole of the Contract terminate the Contract in respect of the relevant part of the Services only (whereupon a corresponding reduction in the Contract Price payable to the Contractor shall be made as if such termination was a change in accordance with clause 15) and thereafter itself provide or procure such relevant part of the Services.

9.5 The Executive may charge the cost of any part of the Services provided by it or by a third party under this clause 9 to the Contractor in accordance with Clause 10 (Substituted Performance).

9.6 The remedies of the Executive under this clause may be applied in respect of any one or more default by the Contractor.

9.7 In respect of Performance Deductions for late departures from any registered timing point or any other specified timing point, operation off route or non-operation then before any Performance Deductions are made the Contractor shall be given the opportunity to provide an explanation/justification to the Authorised Officer who may at his sole discretion waive the Performance Deductions or any part thereof.

9.8 Where the Contractor is obliged to operate the Services to a timetable provided/stipulated by the Executive no Performance Deductions shall be imposed for late departures from any registered timing points or any other specified timing point for the first and second Accounting Periods if the Contractor has served written notice upon the Authorised Officer prior to the Commencement Date stating that in his opinion the timetable is unachievable. If such notice is given by the Contractor the parties shall use their reasonable endeavours to agree an acceptable timetable. In the event that such agreement is not achieved prior to the end of the second Accounting Period the Executive's right to levy Performance Deductions is restored and either party may insofar as the dispute relates to the reasonableness of the timetable refer the matter for dispute resolution in accordance with clause 8. This clause is without prejudice to the provisions of clauses 2.10 and 2.11 above.

9.9 Real Time Information

The Executive will only use information obtained from the Contractors participation in the Real Time Information System for the purposes of monitoring contract compliance and for making Performance

Deductions (except to the extent that such information is used to verify a complaint) if:-

- (a) the Invitation to Tender stated that tenderers are required to participate in the Real Time Information System or;
- (b) tenderers are requested to respond to the Invitation to Tender on the basis that they may be required to participate and the Letter of Award stipulates that Real Time Information will be utilised to monitor the Contractors performance of the Contract.

9.10 Except to the extent that the information obtained from Real Time Information is used for monitoring Operator performance under the Contract, information shall be used in accordance with any other agreement between the parties in so far as it relates to such information.

10. SUBSTITUTED PERFORMANCE

10.1 In accordance with Clause 9.4(b) if without good reason in the opinion of the Authorised Officer the Contractor for whatever reason regularly fails to perform the Services in whole or in part strictly in accordance with the terms of the Contract, or in performing the Services there is an unacceptable level of deficient Service, then without prejudice to any other remedy available to the Executive the Authorised Officer may make alternative arrangements to provide and perform such of the Services which the Contractor fails to perform or performs deficiently. The costs (together with a sum equal to 10% of the costs of remedying the breach of contract towards the Executive's administrative costs and overheads) shall be payable by the Contractor to the Executive on demand as a debt.

11. DATA PROVISION/AUDIT

- 11.1 The Contractor shall within 6 Working Days of the end of each Accounting Period submit to the Executive the Passenger Revenue/Performance Return duly completed and certified by the Contractor.
- 11.2 The Passenger Revenue/Performance Return shall be made on the pro-forma annexed hereto as Appendix 4 (as amended from time to time or as agreed) and shall (unless agreed otherwise) be sent electronically to the Executive to the e-mail address notified from time to time to the Contractor or by disk.
- 11.3 In addition to the Passenger Revenue/Performance Return the Executive may require that the Contractor provide and make available to the Executive as soon as practical any passenger, revenue, timekeeping, or ticket data extracted from the Ticketing Equipment in agreed format. All data supporting the information provided in the Passenger Revenue/Performance Return must be retained by the Contractor for a period of 12 months from the date of submission of the relevant return.
- 11.4 The Executive may use any data provided by the Contractor for any purpose connected with the provision of the Services, including, without prejudice to the generality of this clause, to audit the Passenger Revenue/Performance Return.
- 11.5 The Contractor shall provide details of all complaints received by the Contractor in respect of the Services. Copies of all correspondence relating to the complaint must be forwarded to the Authorised Officer within 5 Working Days of receipt or reply.

11.6 The Executive its employees, agents and contractors shall have a right of access at reasonable times and upon reasonable notice to the Contractors premises and vehicles for the purpose of:-

- (i) auditing Contract compliance
- (ii) auditing all records and information provided under clause 11.3 and any other documents relevant to the Contract

12. PAYMENT

12.1 No payment will be made to the Contractor until the Commencement Date and any costs incurred by the Contractor prior to the Commencement Date shall be deemed to have been included in the Contract Price.

12.2 Provided the Contractor shall have performed the Services in accordance with the Contract the Executive shall pay the Contractor the Period Contract Payments in accordance with this clause 12.

12.3 The Lost Mileage Deductions for each Accounting Period shall be calculated as follows:-

$$[A \div B] \times C$$

Where A = Period Contract Payment

B = total miles to be operated in the relevant Accounting Period

C = mileage not operated (or deemed not to have operated) in the relevant Accounting Period.

12.4 The Period Contract Payment for any Accounting Period shall be equal to the sum of the Contract Price divided by the number of days of operation in the Contract Period multiplied by the number of days of operation in the Accounting Period.

- 12.5 The total of all the Performance Deductions and the Lost Mileage Deductions incurred for each Accounting Period shall be made from the next or any subsequent Period Contract Payment. In the case of the Performance Deductions and Lost Mileage Deductions to be made in respect of the last Accounting Period of the Contract these shall, at the discretion of the Executive be paid by the Contractor to the Executive or set off against other amounts owed by the Executive to the Contractor under any other contract with the Contractor.
- 12.6 Not later than 6 Working Days after the end of the relevant Accounting Period the Contractor shall submit to the Executive the Passenger Revenue/Performance Return for that period and payment by the Executive of the Period Contract Payment for the corresponding period shall be conditional upon receipt of the Passenger Revenue/Performance Return and the provision of the data collected by Transcend within the specified time period.
- 12.7 If the Passenger Revenue/Performance Return is not submitted and/or the Transcend data is not received in accordance with clause 12.6 above the relevant Period Contract Payment shall be withheld until the payment date next after the submission is received (provided it is received within the timescales stipulated in clause 12.6). No interest shall be payable by the Executive in such circumstances. If the Executive has been unable to process a properly received Passenger Revenue/Performance Return it shall pay the Period Contract Payment to the Contractor and it reserves the right to deduct any amounts that would have been properly deducted had the return been processed from the next or any subsequent payment.
- 12.8 Subject to Clause 12.7 above for each Accounting Period the payment of the Period Contract Payment (less Passenger Revenue for a Minimum Cost Contract and less any other deductions) shall be made within 20 Working Days of the last day of that Accounting Period into the nominated bank account of the Contractor. Where the letter of

Award so stipulates, it will be a condition of payment that the Contractor has issued a properly constituted VAT invoice for the monies due.

- 12.9 Any money due or payable under the Contract shall, if not paid when due, bear interest from the date due until the date paid at the rate of 2% above the base rate from time to time of Royal Bank of Scotland PLC. Such interest shall be paid on demand by the Contractor.

13. INDEXATION

- 13.1 The Contract Price expressed as an annual figure will increase (or decrease) on each anniversary of the Commencement Date by a percentage equal to the percentage increase (or decrease) in the Index for the 12 month period ending on the date 6 months after the Commencement Date and on each anniversary of that date thereafter.

- 13.2 Where the provisions of Schedule 5 (Option to Extend Contract Period) apply then in respect of any extended period the increase in the Contract Price shall be the percentage increase calculated in accordance with clause 13.1 plus two percent (2%). If the Index has decreased then the provisions of this clause 13.2 shall not apply.

14. INDEMNITY AND INSURANCE

- 14.1 The Contractor shall be responsible for and shall release and indemnify the Executive, its employees, agents and contractors from and against all liability for death or personal injury, loss of or damage to property (including property belonging to the Executive for which the Contractor is responsible) and any other loss, damage, cost and/or expense which may arise out of or in the course of or by reason of the performance or non-performance of the Contract by the Contractor, its employees or agents whether such injury, loss, damage, cost and/or expense be caused by negligence or otherwise provided always that

the Contractor shall not be liable to indemnify the Executive for any injury, loss, damage, cost and/or expense to the extent that the negligence of the Executive its employees, agents or contractors is shown to have contributed to the said injury, loss, damage, cost and/or expense.

14.2 If the Executive receive any notice, demand, letter or other documents concerning any claim from which it appears that the Executive is or may become entitled to an indemnity under clause 14.1, then the Executive shall notify the Contractor as soon as reasonably practicable and shall supply a copy of the relevant documents to the Contractor and the following provisions shall apply:-

14.2.1 where and so long as it appears that the Executive is or may become entitled to an indemnity from the Contractor in respect of the claim, the Contractor shall be entitled to resist the claim in the name of the Executive and shall have the conduct of any defence of the claim and of any incidental appeals or negotiations and the Executive shall give the Contractor at the Contractors expenses all reasonable co-operation, access and assistance for the purpose of dealing with the claim;

14.2.2 the Contractor shall keep the Executive fully informed in relation to the claim and shall consult the Executive as to the conduct of any defence to the claim to the extent that it is reasonable to do so;

14.2.3 the Executive shall be free to pay or settle any claim on such terms as they may in its absolute discretion think fit and without prejudice to its rights and remedies under this Agreement in the following circumstances (but otherwise not without the prior consent of the Contractor, such consent not to be unreasonably withheld or delayed):

- (i) if within 21 days after the said notice from the Executive under this clause 14.2 the Contractor fails to notify the Executive in writing of its intention to assume the conduct of the claim; or
- (ii) if the Contractor fails to comply in any material respect with the provisions of clause 14.2.2

14.3 Without prejudice to its liability to indemnify the Executive under this clause 14 the Contractor shall, at its own expense, arrange and maintain throughout the Contract Period the following insurances (“the Insurances”):

14.3.1 public liability in the sum of not less than £5,000,000 (five million pounds) per incident;

14.3.2 employers’ liability as may be required from time to time under the provisions of the Employers Liability (Compulsory Insurance) Act 1969; and

14.3.3 motor vehicles liability (as required under the Road Traffic Act 1988 or any subsequent legislation or statutory requirements) and in the sum appropriate to reflect their use as Public Service Vehicles carrying up to the maximum authorised capacity of the Vehicle or such other insurance/deposit scheme which satisfies the Contractors legal responsibility

with an insurer (or insurers) authorised to underwrite such risks in the United Kingdom.

14.4 The Contractor shall ensure that the Insurances cover the Contractors legal liability (including liability assumed under the Contract) which may arise out of or in the course of or by reason of the performance or non-performance of the Contract.

14.5 At any time during the Contract Period the Contractor shall on request from the Authorised Officer provide proof to the reasonable satisfaction of the Authorised Officer that the Insurances have been effected and are in force.

15. CHANGE PROCEDURE

15.1 The Executive and the Contractor acknowledge and agree that from time to time during the Contract Period the Executive may require the Services provided under the Contract to be changed or that the provisions of Appendix 6 (if not already applicable) shall become applicable to the Contract.

15.2 The Authorised Officer will discuss with the Contractor any Change proposed. If the parties agree the changes and any financial implications of such Change then the Change shall be documented as detailed in 15.6 below.

15.3 Where the Executive and the Contractor are unable to agree the proposed change in accordance with 15.2 above the Authorised Officer shall, if the Executive wish to proceed with a Change, issue a change control notice ("CCN") to the Contractor in the form set out in Appendix 2.

15.4 The Contractor shall give proper consideration to the CCN and if agreed shall sign the same. If the Contractor does not accept the CCN it shall within 5 Working Days of its receipt respond in writing to the Executive to that effect setting out the reasons.

15.5 If the CCN is not agreed then the parties shall use all reasonable endeavours to meet within 5 Working Days of receipt of the Contractors response under clause 15.4 to discuss the proposed change and the reasons for non acceptance. If agreement is not

reached at the meeting then the Executive may at its sole discretion at any time thereafter refer the matter for consideration in accordance with the provisions of clause 8. The decision of the Neutral Adviser shall be binding upon the parties except that the Executive do not have to proceed with the Change in any event.

15.6 When any change is proceeded with the Contractor and the Executive shall agree the date from which the Change will become effective subject to the requirements of registration. The agreement shall be recorded in a letter issued by the Executive and signed by the Authorised Officer and countersigned by the Contract Manager.

16. TERMINATION

16.1 If the Contractor shall have offered or given or agreed to give any person any gift, or consideration of any kind as an inducement or reward for doing, or forbearing to do, or having done or forborne to do any action in relation to the obtaining of the Contract or any other Contract with the Executive or for showing or forbearing to show favour, or disfavour, to any person in relation to the Contract, or any other Contract with the Executive, or if the like acts shall have been done by any person employed by the Contractor, or acting on the Contractor's behalf (whether with or without knowledge of the Contractor) or if in relation to the Contract or any other Contract with the Executive, the Contractor or any person employed by the Contractor, or acting on the Contractor's behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any officer of the Executive, the receipt of which is an offence under Section 177 (2) of the Local Government Act, the Executive shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such termination.

16.2 If the Contractor:

- (i) commits a breach of any of its obligations under the Contract and in the case of such a breach which is capable of remedy fails to remedy the same within 28 days of notification of the breach by the Executive (and in which the Executive expresses its intention to exercise its rights under this sub-clause);
- (ii) becomes bankrupt or makes a composition or arrangement with its creditors, or has a proposal in respect of its company for voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;
- (iii) has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver;
- (iv) has a winding up order made, or (except for the purpose of amalgamation or reconstruction) a resolution for voluntary winding-up passed;
- (v) has a provisional liquidator receiver or manager of its business or undertaking duly appointed;
- (vi) has an administrative receiver, as defined in the Insolvency Act 1986 appointed;
- (vii) has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge;
- (viii) is in circumstances which entitle the Court or a creditor to appoint, or have appointed a receiver, a manager or administrative receiver, or which entitle the Court to make a winding-up order.

then in any such circumstances the Executive may, without prejudice to any other accrued rights or remedies under the Contract terminate the Contract by notice in writing having immediate effect.

16.3 Subject to Clause 16.4 the Executive may give notice to terminate the Contract by not less than 10 weeks written notice expiring on a Designated Service Change Date in any of the following circumstances:-

- (i) The PTA or other funding source make insufficient finance available to the Executive for revenue support of the Services (or part thereof);
- (ii) a commercial service is registered, which in the opinion of the Authorised Officer removes the need for the Services to be provided;
- (iii) the provision of the Services (or part thereof) is or will no longer be required.

16.4 Without prejudice to the Executive's rights under clause 16.3 prior to terminating the Contract in accordance with 16.3 the Executive shall consult with the Contractor to seek its views about the proposed termination.

16.5 If the Contract is terminated as provided in Clause 16.1 or 16.2 and is not reinstated, the Executive shall:-

- (i) cease to be under any obligation to make further payment until any costs, loss and/or damage resulting from or arising out of the termination of the Contract have been calculated and, provided such calculation shows a sum or sums due to the Contractor;

- (ii) be entitled to provide itself or procure and pay other persons to provide and complete the provision of the Services or any part thereof;
- (iii) be entitled to deduct from any sum or sums which would but for Clause 16.5 (i) have been due from the Executive to the Contractor under the Contract or any other Contract or be entitled to recover the same from the Contractor as a debt any loss or damage to the Executive resulting from or arising out of the termination of the Contract. Such loss or damage shall include the reasonable cost to the Executive of the time spent by its officers in terminating the Contract and in making alternative arrangements for the provision of the Services or any part thereof;
- (iv) when the total cost, loss and/or damage resulting from or arising out of the termination of the Contract has been calculated and deducted so far as practicable from any sum or sums which would but for clause 16.5 (i) have been due to the Contractor, any balance shown as due to the Executive shall be recoverable as a debt, or alternatively the Executive subject to clause 17 (Recovery of Sums Due) shall pay to the Contractor any balance shown as due to the Contractor.

16.6 The rights of the Executive under this clause 16 are in addition to and without prejudice to any other rights the Executive may have.

16.7 If the Contract is terminated under clause 16.3 the Contractor shall be entitled to receive from the Executive any sum or sums due in respect of providing the Services up to the time of termination of the Contract.

16.8 Except where the Executive reasonably deems that the decline in patronage is caused by the inadequate performance of the Services by

the Contractor, the Contractor may give notice to terminate a Minimum Subsidy Contract by not less than 20 weeks written notice expiring on a Designated Service Change Date if the number of passengers carried on the Services is reduced by more than 20% for three consecutive Accounting Periods when compared to the average for the first six Accounting Periods covered by the Contract,

16.9 If an event occurs which adversely affects the patronage figures in respect of the Service such that the number of passengers carried on the services is reduced by more than 20% compared to the passenger figures carried for the immediately preceding Account Period then upon application by the Contractor the Authorised Officer (acting reasonably) will determine whether the period of 20 weeks referred to in clause 16.8 should be reduced and if so shall determine a reasonable notice period and notify the same to the Contractor. The Authorised Officer shall make such determination and notify the Contractor within 14 days of the Contractors application.

16.10 If the option to extend in Appendix 5 is exercised by the Executive then for the purpose of clause 16.8 above the period of notice required to terminate shall be reduced to 12 weeks and the reduction in passengers carried shall be reduced to 10% for three consecutive Accounting Periods.

17. RECOVERY OF SUMS DUE TO THE EXECUTIVE

17.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to the Executive the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other contract with the Executive except to the extent that such sum is the subject of legal dispute.

18. ALIENATION

18.1 The Contract is personal to the Contractor who shall not without the prior express written consent of the Executive (such consent not to be unreasonably withheld or delayed) assign, novate or otherwise dispose in whole or in part of its rights hereunder nor assign sub-contract or otherwise delegate in whole or in part any of its obligations hereunder (except in cases of temporary emergency where the Executive shall be informed as soon as is practical in the circumstances). Approval by the Executive of any sub-contract shall not relieve the Contractor of any of its obligations hereunder.

19. TUPE

19.1 The Contractor acknowledges and agrees that prior to the expiry or termination of the Contract it shall use all reasonable endeavours to identify and comply with any obligations which may arise out of a transfer to another operator under the Transfer of Undertakings (Protection of Employment) Regulations 1981 as amended ("TUPE") and it shall comply with the requirements of Regulation 10 of TUPE prior to such expiry or, if the period of any notice permits, termination.

19.2 At any time during the 52 week period before the expiry of or during any period of notice terminating the Contract or at any time after expiry or termination of the Contract the Executive may require the Contractor to provide to the Executive (prior to any other operator or operators notified by the Executive) such information as is reasonably required by the Executive or such other operators relevant to the potential liabilities of any new operator arising under TUPE including but not limited to information on the following:-

- (i) the names of employees operating the Services, their salaries and other conditions of employment, ages and length of service;

- (ii) the method of organisation of the employees operating the Services and documentary evidence relating to such organisation;
- (iii) the proposals for consultation with affected employees; and
- (iv) details of collective agreements and union recognition agreements

and shall in addition provide copies to the Executive upon request of any communication with any potential or intended new operator or the Contractor's employees or their representatives relating to the effect on such employees of the expiry or termination of the Contract.

19.3 The Contractor shall provide the Executive with the name and address of a person within its organisation to whom all queries and requests for information under this clause 19 shall be addressed in the first instance.

20. SERVICE OF NOTICES

20.1 Any demand notice or other communication required to be given hereunder shall be sufficiently served if served on the Contractor's Company Secretary or if unincorporated on the proprietor or any partner and in respect of the Executive if served on the Authorised Officer by first class post.

20.2 Any document which may be served on the Contractor by the Executive shall be sent to the registered office or last known address of the Contractor.

20.3 Any document which may be served by the Contractor on the Executive or the Authorised Officer shall be sent to the Authorised

Officer at South Yorkshire Passenger Transport Executive, PO Box 801, Exchange Street, Sheffield, S2 5YT.

20.4 Any notice shall be deemed to have been received by the addressee on the second Working Day after the date of posting.

21. GENERAL

Law and Jurisdiction

21.1 The Contract shall be governed by and construed in accordance with English Law.

Contracts (Rights of Third Parties) Act 1999

21.2 A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999

Human Rights Act (1998)

21.3 The Contractor acknowledges that the Executive is a body subject to the Human Rights Act 1998. The Contractor warrants to the Executive that neither it, nor any sub-contractor will during the operation of the Contract act in a way which would, if the Contractor was the Executive, be incompatible with any convention right (as defined in the Human Rights Act 1998 or any amendment thereto). The Contractor will indemnify the Executive and keep the Executive fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature arising or incurred by it in respect of any breach of this clause by the Contractor.

Discrimination

21.4 The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Equal Opportunities Act 1975, the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Act 1998, the Race Relations (Amendment) Act 2000, the Employment Equality (Sexual Orientation) Regulations 2003, or the Employment Equality (Religion or Belief) Regulations 2003, or any other legislation which prohibits discrimination of any kind by an employer or provider of services to the public.

21.5 The Contractor shall take all reasonable steps to secure that all of its servants, employees, agents or sub-contractors employed in the provision of the Services do not unlawfully discriminate as set out in clause 21.4.

21.6 The Contractor shall indemnify and keep indemnified the Executive against all claims, costs awards and fees arising from or relating to any claims under the Equal Opportunities Act 1975, the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Act 1998, the Race Relations (Amendment) Act 2000, the Employment Equality (Sexual Orientation) Regulations 2003, or the Employment Equality (Religion or Belief) Regulations 2003, or any other legislation as aforesaid brought against the Executive by any employees of the Contractor.

Data Protection Act 1998

21.7 The Contractor shall comply in all respects with the provisions of the Data Protection Act 1998 and will indemnify the Executive against all actions, costs, expenses, claims, proceedings and demands which may be brought against the Executive for breach of statutory duty under the Act howsoever arising.

APPENDIX 1

PART A - CATEGORIES OF PERFORMANCE DEDUCTIONS

TYPE OF DEFAULT	RELEVANT CLAUSE	CATEGORY
<i>CONTRACT MANAGEMENT ISSUES</i>		
Unauthorised subcontracting	18.1	A
Failure to report relevant correspondence with any competent agency or body, e.g., VOSA, Police	4.3	A
Failure to advise of regular time-keeping or scheduling problems.	2.11	B
Failure to advise of regular capacity problems	3.9	B
Failure to report complaints	11.5	B
Operation of vehicle which does not accord to the specification	3.1	A
Failure to provide Contract Performance Return on time	11.1	B for delay of up to 5 working days; A for longer delays
Failure to provide Transcend data on time	2.5 and 12.6	B for delay of up to 5 working days; A for longer delays
Unauthorised change to the services	2.10	A
Failure to keep vehicle in required state of cleanliness	3.4	B
Failure to make data available for inspection	11.3	A
Failure to declare lost mileage	11.1	A
<i>DRIVER RESPONSIBILITIES</i>		
Service more than one minute early departing from any registered or specified timing point (without acceptable reason) and only once per departure	2.1	A
Service more than 5 minutes late departing from any registered or specified timing point (only once per departure)	2.1	A
Failure to observe bus stop (requires verification)	2.15	B
Use of incorrect stand at Bus Station/Interchanges (if available)	2.15	A
Failure to carry passenger due to lack of change	2.12	B
No ticket issued to a fare paying passenger subject to Yorcard	2.14	A*
Incorrect ticket issued	2.14	B*

Incorrect fare charged	2.17	B *
Valid travel pass not accepted for travel	2.8	A*
Invalid travel pass accepted for travel	2.8	B *
Non-operation of journey	2.1	A
Use of driver who is not qualified or inadequately trained	6.2	A
Failure to follow specified route	2.1	A
DRIVER BEHAVIOUR ISSUES		
Driver not authorised in accordance with clause 7 of Appendix 3		A
Driver rude or abusive to passengers (requires verification)		A
Driver smoking		A
Driver soliciting gift/gratuity from passenger	6.3	B none
Driver using mobile phone or radio without hands free kit whilst driving		A

* Applies only to Minimum Cost Contracts

PART B GUIDELINES FOR ISSUE OF WARNING

NOTICES

1. Warning Notices are to be issued to the Contractor when in the opinion of the Authorised Officer performance in one or more particular default categories has reached unacceptable levels or the Services are consistently or regularly being provided to an unacceptable standard.
2. Except for serious breaches Warning Notices should only be issued after previous written requests highlighting the areas of default or failure have not resulted in improvement and after the Contractor has been given an opportunity to explain the reason for default or failure.
3. There is no fixed minimum amount of Performance Deductions awarded that trigger the issue of a Warning Notice, but the level of Performance Deductions awarded will inform any decision to issue a Warning Notice.

APPENDIX 2

“CCN”

Change Control Notice

Contract Ref No:

Name of Contractor

Details of Change required:

Reasons for Change:

Impact of Change:

Implementation Date required:

Financial Implications:

Originator:

Response: Accept/Reject Reason for Rejection

Signed

Date Issued

Signed

Name:..... Date.....

APPENDIX 3

“SCHOOL SERVICES”

Additional Conditions applicable if the Letter of Award specifies that Appendix 3 applies:-

1. If requested in writing by the Authorised Officer the Contractor shall allow access to the Vehicles to an official escort whose identity will be notified to the Contract Manager by the Authorised Officer for the purpose of supervising school children travelling on the Services.
2. If required in the Specification the Vehicles will be fitted with CCTV.
3. If required in the Specification the Vehicles will have the specified number of seats fitted with seat belts.
4. The Contractor shall be required to be a member of the SAFE Partnership.
5. The Contractor will use his reasonable endeavours to meet requests from the Authorised Officer to vary the timing of the Services to accommodate any changes to the start or end time of a particular school day.
6. Clause 2.4 (Transcend) and clause 2.13 (Electronic Ticketing Equipment) will apply unless the Letter of Award stipulates otherwise.

APPENDIX 4

“PASSENGER REVENUE/PERFORMANCE REPORT ”



**CONTRACT PERFORMANCE STATEMENT
PART 1: PASSENGER AND REVENUE STATEMENT (MIN. COST CONTRACTS ONLY)**

Operator : _____ Contract Ref : _____
 Period No : _____ Period Start : / / Period End : / /

Day	Date	Passengers paying no fare				Passengers Paying Concessionary Fare			Pax Paying Full Fare	Total Pax	Total Cash	COMMENTS
		Zero fare pass	Travel Master	Under 5's	Blind Pass	Child	Elderly	Disabled				
Sun												(ie, school closed, public holiday etc)
Mon												
Tues												
Wed												
Thurs												
Fri												
Sat												
Wk 1 Sub Total												
Sun												
Mon												
Tues												
Wed												
Thurs												
Fri												
Sat												
Wk 2 Sub Total												
Sun												
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Sat												
Wk 3 Sub Total												
Sun												
Mon												
Tues												
Wed												
Thurs												
Fri												
Sat												
Wk 4 Sub Total												
<small>Only to be used in periods covering more than 28 days</small>												
Sun												
Mon												
Tues												
Wed												
Thurs												
Fri												
Sat												
Wk 5 Sub Total												
Period Total												

Daily, weekly and period total figures must be given separately for each contract.
Return white and yellow copies to management accounts SYPTE, retain pink copy for your records.

APPENDIX 5

OPTION TO EXTEND THE CONTRACT PERIOD

1. Where it is so stipulated in the Letter of Award the provisions of this Appendix 5 shall apply.
2. The Executive may at any time prior to the date six months before the expiry of the Contract Period extend the Contract Period by a period of up to two years by giving the Contractor written notice of such extension specifying the period of the extension.
3. If notice is given in accordance with 2 above the Contract Period shall be read and construed as the Contract Period as extended. The provisions of the Contract shall apply equally to the extended period including without prejudice to the generality of this clause the provisions of clause 13 (Indexation).

APPENDIX 6

Criminal Record Bureau Checks

1. Except in emergency situations (and in any event for not more than [2] days) no driver shall be used in the performance of the Contract unless that driver has provided a Criminal Record Certificate to the Contractor.

2. If during the period of the Contract the Contractor becomes aware of any matter or conviction relating to any authorised driver that may be relevant to the suitability of a driver to work on the Contract or that the driver has a Relevant Conviction the Contractor shall forthwith remove the driver from the Contract and notify the Authorised Officer of the facts pertaining to the driver's removal. In such circumstances the driver shall not be reinstated to the Contract without the written approval of the Authorised Officer.

3. The obtaining of a Criminal Record Certificate shall be the Contractor's responsibility.

Where it is so stipulated in the Letter of Award the provisions of this Appendix 6 shall apply.

In this Appendix " Relevant Conviction" means a conviction disclosed on a Criminal Record Certificate that relates to a conviction for any of the following:-

- i. child abuse/crimes against children;
- ii. crimes of a sexual nature
- iii. theft/burglary/dishonesty
- iv. bodily harm