

## READING BOROUGH COUNCIL

### REPORT BY DIRECTOR OF CHILDREN, EDUCATION AND EARLY HELP SERVICES

TO:	ADULT SOCIAL CARE, CHILDREN'S SERVICES AND EDUCATION COMMITTEE	
DATE:	12 JULY 2017	AGENDA ITEM: 12
TITLE:	HOME TO SCHOOL TRANSPORT	
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#### 1. PURPOSE OF REPORT AND EXECUTIVE SUMMARY

- 1.1 In accordance with the statutory provisions of the Education Act 1996, as amended by subsequent enactment Reading Borough Council is required to have a policy with regards home to school transport. Any policy must have due regard to the Equality Act 2010.
- 1.2 The Home to School Transport Policy and Appeals Process is attached and relates to home to school transport for children and young people aged 5 to 16. It is good practice to publish home to school transport policies in advance of an academic year commencing.
- 1.3 The Home to School Transport Policy has not been refreshed for a number of years. This policy takes into account:
  - new national guidance in arrangements for home to school transport in relation to denominational schools;
  - the changing landscape of schools and resultant changes in catchment areas has necessitated the need to change terminology from the nearest designated appropriate school to the nearest suitable school;
  - Member direction on a new appeals process
- 1.4 Appendices to this report are:
  - Appendix A: School Transport Policy
  - Appendix B: Appeals Process
  - Appendix C: Code of Practice

#### 2. RECOMMENDED ACTION

- 2.1 That the new School Transport Policy, Appeals Process and Code of Practice be approved.

### **3. POLICY CONTEXT**

- 3.1 Home to School Transport is based with Children, Education and Early Years department within the Council. The last Home to School Transport Policy was approved in 2010.
- 3.2 On 13<sup>th</sup> December 2016 ACE Committee approved the withdrawal of denominational transport and change to appeals procedure.

### **4. THE PROPOSAL**

#### **4.1 Current Position:**

The existing Home to School Transport Policy is dated 2010 and does not reflect changes within statutory guidance, in particular in relation to provision of transport to denominational schools and changes in catchment areas for schools.

#### **4.2 Options Proposed**

A new School Transport Policy has been written to take into account the above changes and approval on 13<sup>th</sup> December 2016 of changes to the Policy and Appeals Process.

#### **4.3 Other Options Considered**

No change to the Policy.

### **5. CONTRIBUTION TO STRATEGIC AIMS**

- 5.1 The Policy is in line with the overall direction of the Council by meeting at the following Corporate Plan priorities:

1. Safeguarding and protecting those that are most vulnerable;
2. Providing the best start in life through education, early help and healthy living;
4. Keeping the town clean, safe, green and active;
6. Remaining financially sustainable to deliver these service priorities.

- 5.2 The Policy contributes to the Council's strategic aims are:

Through providing shared arrangements as part of the School Transport Policy this reduces the level of vehicles and road miles thus supporting Reading becoming a Green City with a sustainable environment.

The Policy also promotes equality, social inclusion and a safe and healthy environment for children and in particular children with special educational needs and disabilities.

- 5.3 *The Policy promotes the use of sustainable public transport.*

### **6. COMMUNITY ENGAGEMENT AND INFORMATION**

- 6.1 Reading Parent Carers Forum have been consulted with the Parent Carer Forum and views have been incorporated within the Policy.

### **7. EQUALITY IMPACT ASSESSMENT**

- 7.1 *The Policy, Appeals Process and Code of Practice have been developed in line with statutory guidance.*

- 7.2 *There is no need for an Equality Impact Assessment in relation to this Policy.*

### **8. LEGAL IMPLICATIONS**

8.1 A Local Authority has a statutory duty to provide transport if the nearest suitable school is not within statutory walking distance of the child's home by the nearest available route (section 444(5) of the Education Act 1996 refers). Otherwise the provision of transport is at the Local Authority's discretion (section 509 of the Education Act 1996).

8.2 Reading Borough Council Legal Services have indicated there are no legal implications of this Policy

## 9. FINANCIAL IMPLICATIONS

9.1 There are no financial implications from this Policy.

## 10. BACKGROUND PAPERS

10.1 The Department for Education statutory guidance for *Home to School Transport outlines Local Authority responsibilities and can be found at:*  
<https://www.gov.uk/government/publications/home-to-school-travel-and-transport-guidance>

SCHOOL TRANSPORT  
POLICY

AUGUST 2017



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## Introduction

- 1.1 The legal responsibility for ensuring a child's attendance at school rests with the child's parent. Generally, parents are expected to make their own arrangements for ensuring that their child travels to and from school.
- 1.2 A Local Authority is only under a statutory duty to provide transport if the nearest suitable school is not within statutory walking distance of the child's home by the nearest available route (section 444(5) of the Education Act 1996 refers). Otherwise the provision of transport is at the Local Authority's discretion (section 509 of the Education Act 1996)

### **The relevant legislation is as follows:-**

Sections 508A, 508B, 508C, 508D, 508F, 508G and 509AD and Schedule 35B of the Education Act 1996 (The Act), which were inserted by Part 6 of the Education and Inspections Act 2006 (EIA 2006).

Regulation 5 and Part 2 of Schedule 2 to The School Information (England) Regulations 2002, as amended

The summary of these sections are as follows:

Section **508A** of the Act places a duty on local authorities in England to assess the school travel needs of all children and persons of sixth form age in their area and to assess and promote the use of sustainable modes of travel.

Section **508B** of the Act sets out the general duties placed on local authorities to make such school travel arrangements as they consider necessary for 'eligible children' within their area, to facilitate their attendance at the relevant educational establishment. Such arrangements must be provided free of charge.

Section **508C** of the Act provides local authorities with discretionary powers to make school travel arrangements for other children not covered by Section 508B but the transport does not have to be free.

Section **509AD** of the Act places a duty on the LA, when exercising its travel functions, to have regard, amongst other things, any wish of a parent for their child to be educated at a particular school on the grounds of the parents' religion or belief. Religion or belief in this instance means any religious or philosophical belief.

This duty is in addition to the duty on the LA to make travel arrangements for children from 'low income families' who attend the nearest school preferred on grounds of religion or belief, where they live between two and 15 miles from home.

This duty is complemented by Section 9 of the Education Act 1996, which provides that in exercising all duties and powers under the Education Acts, the Secretary of State and local authority shall have regard to the general principle that pupils are to be educated in accordance with their parents' wishes, so far as that is compatible with the provision of efficient instruction and training and the avoidance of unreasonable expenditure. However, there is no general statutory duty requiring the local authority to provide free transport to a faith school.

Section **508F** of the Act places a duty on local authorities to make any transport or other arrangements that they consider necessary, or that the Secretary of State

directs, for the purpose of facilitating the attendance of learners who are aged 19 or over at certain educational establishments. The transport must be provided free of charge.

- 1.3 School Transport is to assist “the attendance of persons of compulsory school age receiving education”, and in some cases, students in the Further Education Sector, by providing them with free transport to school or college.
- 1.4 Only where students meet the relevant criteria in this policy will they be entitled to transport between home and school free of charge.
- 1.5 In addition to the duty to provide free school transport, there are some other circumstances in which Reading Borough Council will consider whether free transport may be necessary to enable the student to attend school; these are detailed in Section 4.
- 1.6 Reading Borough Council aims to develop a best value School Transport Service that
  - is efficient, safe, reliable, and accessible;
  - meets the needs of those who are entitled to a service;
  - is co-ordinated with other Reading Borough Council strategies and policies, including the School Journeys Strategy.
- 1.7 In order to reduce journeys to school by car, Reading Borough Council is working with families, schools, local communities and transport planners to encourage students to walk or cycle to school or, where this is not feasible, to encourage greater use of public transport.

## 2 DEFINITIONS

In this document, the following definitions apply:

### 2.1 Maintained School

Maintained School refers to any Community, Voluntary, Special Agreement, Foundation, Free, Academy, Special, or Special Foundation School.

### 2.2 Parent

“Parent” has the meaning as defined in the Education Acts; it includes anyone with parental responsibility, and anyone with whom the child lives, such as a carer.

### 2.3 Reasonable Journey

Reading Borough Council considers a reasonable journey to be one that allows the child to reach school without undue stress, strain or difficulty such as would prevent him or her benefiting from the education.

To this end, Reading Borough Council operates the following maximum times/distances as being reasonable for School Transport journeys:

- **Primary school students:** in Reading, primary schools tend to have smaller designated areas, with shorter journeys. Reading Borough Council considers a public transport journey normally not exceeding 45 minutes or six miles to be reasonable.

- **Secondary school students:** Secondary schools tend to have larger designated area and longer journeys, with more potential for public transport. Reading Borough Council considers a public transport journey normally not exceeding 75 minutes or twelve miles to be reasonable.
- **Special school students:** In some circumstances, travel to special schools may result in a need for longer travelling times especially when outside the Borough.

## 2.4 Residence

- 2.4.1 Any reference to a child's residence means the dwelling where the child normally resides with his or her parent. This includes a placement made where a child is in public care.
- 2.4.2 Where a child's parents are separated, the address of the parent with whom the child normally resides will be recognised as the child's place of residence.
- 2.4.3 Where a child is in public care, and it is considered desirable for the child to continue his or her education at a particular school, the School Transport Service will meet the costs of transport, provided that the new address is within the borough boundary. If the address is outside the Borough boundary the costs will be met from the Social Services budget.
- 2.4.4. When a child in Year 11 moves house, transport will be provided until he or she has completed his/her GCSE examinations provided that the distance criteria is met. This will normally take the form of a bus pass.

## 2.5 Suitable School

In determining whether a school is suitable for a student for school transport purposes, Reading Borough Council will consider:

- the age of the child;
- whether the school is the nearest appropriate school;
- the reasonable time and distance that child will have to travel to that school;
- whether the school meets the child's needs as identified in an Education, Health and Care Plan (EHCP) or Statement of Special Educational Need.

A school that selects pupils by ability, aptitude or gender will not be regarded as fulfilling this requirement unless the school is the nearest school to the child's residence - or one of the three nearest if the application is for a secondary school and is based on Low Income.

## 2.6 Compulsory school age

Education is compulsory for children between the ages of five and sixteen. A pupil becomes of compulsory school age on the first day of the term following their fifth birthday. A pupil ceases to be of compulsory school age at the end of the last Friday in June following the 16<sup>th</sup> birthday.

## 2.7 Walking Distance

As defined in the Education Acts, and means

- 2 miles for students under 8 years of age (or 16 for pupils from low income families)



- 3 miles for students aged 8-16 years of age.

Walking distance is assessed by measuring the shortest available walking route between the front gate of the student's home to the nearest school/college entrance. RBC may make allowances for community safety or road safety reasons. The courts have defined a safe route as one "along which a child, accompanied as necessary can walk and walk with reasonable safety to school".

Routes are not unsafe because of dangers that might arise if the child were unaccompanied. Initial checks on the distance are made using a GIS mapping system. If the distance is close to the 2 or 3 mile limit, a physical check may be made using a calibrated measuring wheel.

## 2.8 Low Income Families

Children entitled to Free School Meals or whose parents receive the **maximum** level of Working Tax Credit.

## 3 SCHOOL TRANSPORT POLICY - MAINSTREAM

3.1 On application by the parent, free school transport will be provided by Reading Borough Council if the following conditions are met:

- The child lives in the Reading Borough and is of compulsory school age or a Rising Five; *and*
- The school at which the child is a registered student is beyond walking distance; *and*
- Reading Borough Council is unable to make arrangements for the child to become a registered student at a suitable school nearer to the student's home because:
  - the nearest suitable school has no space for the child; or
  - the school where the student is registered is the nearest suitable school to the child's home, albeit beyond walking distance; or
  - the child has been excluded from the nearest suitable school.

## 3.2 Parental Preference

If as a result of parental preference, a child attends a school other than the nearest available, free transport is not provided. Parents are responsible for making their own transport arrangements and for all transport costs, for the whole time the child attends the school.

Parents cannot rely on the argument that the Reading Borough Council should provide transport to their preferred school because the nearest school is oversubscribed where a place would have been available at the nearest school had an application been made at the appropriate time.

Where parents have exercised preference and later experience a change of circumstances, which prevent them from meeting their responsibility for transport, Reading Borough Council would expect the child to transfer to the nearest available school. Reading Borough Council will not assume responsibility for transport to the preferred school.

### **3.3 Pupils below the Compulsory School Age**

Transport will be provided for Rising Five's where the child is attending the nearest appropriate school and the home address is over 2 miles from the school by the nearest available walking route, at the start and end of the school day only. There is no transport provision for pupils attending on a part-time basis.

### **3.4 Safety of Route**

The courts have defined a safe route as one "along which a child, accompanied as necessary, can walk and walk with reasonable safety to school". Routes are not unsafe because of dangers that would arise if the child were unaccompanied. Whilst a parent may make a case that a route is believed to be unsafe, it is the Local Authority that determines if a route is safe. The assessment will be made based on the criteria set down in the guidelines in Appendix One.

It is the responsibility of the parent to decide whether to accompany their child to school or make alternative arrangements. They are also expected to provide protective clothing and footwear as necessary.

## **4 DISCRETIONARY PROVISION**

In addition to the reasons outlined in section three, Reading Borough Council may or may not provide free transport on the application of a parent in the following circumstances.

### **4.1 Medical Conditions and Disabilities**

Transport may be provided for a student of compulsory school age or a Rising Five, attending their nearest suitable school but is unable to attend school because of a medical condition or disability.

Application for transport on these grounds must be accompanied by written advice from the appropriate community paediatrician, the child's GP or hospital consultant. The advice must include information on the effect that the disability has on the child's ability to use public transport, and how long the condition could be expected to last, as well as evidence as to why the parent is unable to transport the child.

Discretion is not normally exercised to support pupils attending a school which is not the nearest as transport is a parental responsibility for the whole time a pupil attends a preferred school.

### **4.2 Denominational Transport**

The Education Act does not require Reading Borough Council to provide free transport to faith schools.

Low income families should refer to Section 5.

### **4.3 Peripheral Activities**

Transport assistance, where awarded, is only provided for pupils at the beginning and end of the school day. It will not normally be provided for additional activities, e.g. Induction/Open Days, Interview visits, Work Experience, Homework Clubs, Dental/Medical appointments, Respite Care, Breakfast Clubs or Parental/Carer attendance at school.

Where a pupil becomes ill during the day, it is the responsibility of the parent to collect their child or to agree with the school that they will provide adequate care until the end of the school day.

#### 4.3 Other exceptional circumstances

Parents may make requests for free transport for their children on the grounds of exceptional educational or social need. As such cases are exceptional, it is not possible to specify general criteria which may be applied to judge eligibility and normally such cases will be heard by the School Transport Appeals Panel. Any request should be made in writing and supported by appropriate professional advice e.g. GP/Hospital letters, Social Worker/Educational Welfare Officers' reports, etc. Where the need arises as a result of a decision of a court, a copy of the relevant Court order must be submitted.

#### 4.4 Charging

Where a pupil does not qualify for transport assistance, the Authority may be able to assist with provision for which a contribution may be required. This may include:

- Provision of a concessionary fare paying seat, where a seat is available on an existing contract vehicle for which a termly charge is made
- One off contributions for occasional transport to respite placements/After school clubs etc.
- 16-19 year olds with a Statement of Special Educational Needs (SEN) or an Education, Health and Care Plan (see Appendix 2)
- Pre-school aged pupils with a Statement of Special Educational Needs (SEN) or an Education, Health and Care Plan

#### 5.0 TRANSPORT ENTITLEMENT FOR LOW INCOME FAMILIES

Schedule 35B, added to the 1996 Education Act, includes free school travel for children from low income families. The Act defines low income pupils as those who are entitled to Free School Meals or whose parents are in receipt of the **maximum** level of Working Tax Credit.

Once eligibility has been confirmed, entitlement is until the end of the academic year. A new application must be made prior to the start of each academic year.

#### 5.1 Primary school

The two mile walking limit is extended up to the end of primary education for pupils attending their nearest qualifying school.

#### 5.2 Secondary School

Transport for secondary school pupils will be provided for pupils attending one of their three nearest qualifying schools, where they live more than two miles but less than 6 miles from that school.

Where a preference has been expressed for a school based on the parents' religion or beliefs, then a secondary school pupil **from a low income family** is entitled to travel assistance where they live more than two miles but not more than 15 miles from that school. A Denominational Certificate signed by the Parish Priest/Minister confirming that the parent is a practising member of their church/congregation will be required.

When considering whether a school is preferred on the grounds of religion or belief, the Authority will take into account the nature of other schools that may have been named as a higher preference on the application form. For an application for travel assistance to be agreed under this section, the expectation will be that the faith school that is preferred on the grounds of religion or belief will be named above any non-faith schools that have been named on the application form. The 6 and 15 mile limits are measured along road routes as they are not "walking routes".

## **6.0 SPECIAL EDUCATIONAL NEEDS**

### **6.1 General Entitlement**

Pupils with special educational needs have the same entitlement to school transport provision as any other pupils within the education system. Reading Borough Council is generally only under a duty to provide free transport to a child's nearest suitable school, provided that it is beyond statutory walking distance of his or her home. The nearest suitable school for a pupil with special educational needs may well be different than for other pupils, and transport maybe provided within the statutory walking distance as a reasonable adjustment to the child's disability.

Whilst nothing in this policy should be construed as limiting the schools for which parents of children with statements may express a preference, if a child is attending a school of parental preference (i.e. not the one that Reading Borough Council considers being the nearest suitable) the child's parents must meet the transport costs. Home to school transport will not be provided.

In exceptional cases, as part of the Education, Health and Care Plan Assessment, or following an Annual Review, Reading Borough Council may identify a child who has particular travel needs requiring specialist transport assistance. Within Annual Reviews, a pupil's transport should be reviewed and may result in alternative arrangements on the advice of professionals or the school.

It is also necessary, where it is appropriate and safe to do so, to develop students' independence as they mature and approach adult life. Where safety permits, Reading Borough Council will promote travel options that encourage students with special educational needs to become responsible for making their own way to school, to increase their independence.

Wherever possible, a student with special educational needs will also be encouraged to travel on public transport or join the Independence Travel Training scheme, especially when this is considered to be a factor in developing their independence, life and social skills

### **6.2 SEN - Exceptions**

**6.2.1** Transport assistance will only be provided to students outside the entitlement when it is demonstrated and professionally evidenced that there is a need.

**6.2.2** In all circumstances, the factors will demonstrate that the child cannot make the journey to school safely. Any transport provided will be based on the student's needs,

not the parent's circumstances. Transport entitlement will **not** take into account parents' work or other commitments or attendance by siblings at other schools.

- 6.2.3 Reading Borough Council will consider several factors when determining the mode of transport to use. These include the nature of the child or young person's special educational needs; their age; their medical needs; the viability of using contracted services; public transport or (for a young adult) the person's own transport; the need for specialist transport and/or escorts and the efficient use of resources.

### 6.3 Special Education Needs (SEN) Application

In most cases for pupils with a Statement of Special Educational Needs or an Education, Health and Care Plan (EHCP), consideration for assisted travel arrangements will form part of the initial assessment, annual review or transition planning process. An application form can be completed and submitted online or telephone the Special Education team on 0118 937 2674 to request a hard copy. The form is also available on the Reading Borough Council website. The eligibility of these applications will be assessed by the SEN Team via the SEN Panel, using the criteria above.

### 6.4 Escort Provision

Escorts are provided to ensure the safety of passengers travelling to and from school. The provision of escorts is generally restricted to:

- a) Special needs pupils under the age of five years
- b) Pupils with complex needs who would be at risk on school transport if travelling unaccompanied e.g. pupils with severe behavioural difficulties, life threatening conditions, mobility problems or pupils unable to communicate effectively.
- c) Vehicles where the number of pupils travelling together necessitates the provision of an escort

Escorts must have an enhanced DBS check and have attended either the Readibus training day or a PATS training day. Attendance at further training sessions maybe required. Unless specifically employed and trained to do so, escorts are not expected to administer medical treatments.

### 6.5 SEN - Residential Places

Where Reading Borough Council names a residential school or provision at some distance from the parents' home, Reading Borough Council will either provide transport or pay the costs of such students' transport at the beginning and end of each half term, plus any weekend when the school is closed. Payment can include reimbursement of public transport costs, petrol costs or provision of a travel pass. All other transport costs must be met by the child's parents.

The transport is provided for the pupil and does not include transport for the parents to attend Open Days, Annual Reviews etc.

### 6.6 SEN - pre-school and post 16 special education transport

For children who have a Statement of Educational Needs or an Education, Health and Care Plan (EHCP) and who:

- attend an early years setting, a nursery school, or a nursery class at a primary or infant school, or
- attend a school until they are nineteen, transport will be provided on the same basis as if they were of compulsory school age.

However, the Authority may make a charge for this provision.

## 6.7 SEN - Working towards independent travel

Independence is a key life skill. As students become older a move to more independent method of travel is an important contribution to developing this wherever possible. Although some will require some form of assisted transport throughout their school career, many others should be working towards more independent travel, i.e. no escort followed by a bus pass or walking.

Altering the method of assisted transport for a pupil may well cause concern for both the pupil and the parents. This demonstrates the need for both an appropriate expectation within the school about the importance of independence skills for adult life and careful preparation before the review. While reviews will always take account of the pupil's needs in reaching a decision to recommend a move to more independent travel, it may be wise to raise it as a possibility at least one review before the formal recommendation may be made. Reading Borough Council will take the final decision, with parents being able to appeal to an independent panel where they disagree.

## 7. APPLICATIONS FOR TRANSPORT PROVISION

### 7.1 Special Education

Applications are made to the Special Education Team and assessed by a Panel to make a decision. Approved requests for transport provision are passed on to the School Transport Service. These give the pupils details, school, start date and any additional information which may be necessary to provide the required level of service. This should include details of equipment required e.g. tail-lift, car seat, harness or medical conditions that staff may need to be aware of such as Epilepsy, Autism, visual or hearing impairment and physical disabilities.

The School Transport Service requires 5 days' notice to allocate provision and notify operators, parents/carers and schools of the arrangements. Occasionally a longer period maybe required if a new contract is required or a pupil has complex needs.

### 7.2 Mainstream Provision

Applications can be made online or direct to the School Transport Team. On receipt of an application form, checks will be made with school and other records to confirm eligibility for free transport. A Supplementary form needs to be completed if application is being made based on low income.

Season tickets are issued for the start of term or within two weeks of the receipt of application. Contract vehicles are only provided where there is no suitable public transport.

In special circumstances where this is not appropriate, an alternative form of transport will be provided e.g. for pupils with medical conditions.

### **7.3 Concessionary Fare payers**

Where spare seats are available on school transport contract vehicles, pupils not entitled to free transport maybe allowed to travel on the pre-payment of a fee determined by Reading Borough Council.

This concession can be withdrawn at any time for the following reasons:

- a) the seat is required for a pupil entitled to assistance
- b) the vehicle ceases to operate
- c) non-payment of account
- d) operational requirements egg route re-organisation, provision of a smaller vehicle
- e) misbehaviour by the pupil

### **7.4 General**

To monitor the use and effectiveness of its system, The School Transport Service will keep accurate student records, along with details of service providers, season ticket details, and other statistical information. All information about individuals and their particular requirements will be handled with sensitivity and confidentiality, and in accordance with the Data Protection Act.

## **8.0 TRANSPORT RESPONSIBILTIES**

### **8.1 Reading Borough Council Responsibilities**

Reading Borough Council's School Transport Service is responsible for;

- Determining service provision in accordance with pupil needs;
- Awarding contracts in accordance with the Council's tendering procedures;
- Providing escort training;
- Endeavouring to ensure that pupils travelling time is kept to a minimum;
- Monitoring service provision and taking action to rectify problems.

The Council reserves the right to withdraw transport for any pupil who presents a safety risk to other passengers.

Transport arrangements are subject to change when pupils leave or join a route. The transport provider may also change as the Authority reviews provision to ensure the most cost effective transport.

The Authority will not fund additional journeys or routes which are put in place by anyone other than officers within the SEN or School Transport sections, without prior approval of the relevant budget holder.

### **8.2 Escort Responsibilities**

- Escorts should have undergone an enhanced DBS check attended a Readibus or PATS Training day, and be wearing an identity badge issued by a Local Authority during working hours.
- Escorts should be aware of the Code of Practice and any contingency plans laid down by the contractor regarding breakdowns, accidents or other emergencies.

Staff should ensure they have emergency contact numbers for the parents of pupils travelling on their routes.

- Escorts should ensure that pupils board and alight safely by keeping doors closed while vehicle is moving, not allowing children to open or closing doors and ensuring that pupils are well clear of the vehicle before driver moves off. Parents are responsible for bringing pupils to the vehicle and collecting them in the afternoon – the escort should not leave pupils on the vehicle unsupervised at any time.
- The escort should ensure all luggage is stowed safely and that pupils have seat belts or other harnesses and seats secured.
- The escort should, as far as possible, sit where the pupils can be watched. Clear guidelines should be set as to what is acceptable behaviour. Severe or persistent misbehaviour should be notified to the school.
- The escort should exercise reasonable control and ensure pupils do not hinder the driver. Escorts should not engage in confrontational situations with parents but report the incident to the employer or the School Transport Team.
- Under no circumstances should an escort strike a pupil. Where pupils are involved in a fight or confrontation, minimum, appropriate, physical restraint may be used (Where there are concerns, training will be given).
- Escorts should never use foul language or abusive gestures but should maintain a courteous, professionally detached relationship with the pupils, parents, school staff and the driver. Inappropriate conversation topics will be avoided. Staff should not tease, play or ‘fool around’ with passengers and should not interfere with their belongings. All passengers should be treated with care, respect and dignity.
- Physical contact with pupils will be kept to a minimum. Staff are not permitted to lift children on/off vehicles.
- In the event of an accident or breakdown, the escort will remain with the children.
- The escort will co-operate with Authority staff, teachers and parents to resolve problems, reporting any issues felt to be relevant to the child’s well being. Incidents, conversations or behaviour changes can indicate a pupil has a problem.
- Escorts should be aware that some of the information about the pupils is confidential. Any written notes should be kept in a safe place which cannot be accessed by others.
- If no-one is available to receive a pupil at the end of the day, escorts should be prepared to take the child for the remainder of the journey before returning to the pupil’s house. It is helpful for staff to ensure they have contact numbers for the parents in case of an emergency.
- Escorts should ensure that pupils do not eat on the vehicles to reduce the risk of choking and to avoid medical conditions and allergies being aggravated.
- No smoking is permitted during working hours.
- Escorts should not be in possession of alcohol, drugs or offensive weapons.
- The Escort should be trained to use any equipment provided e.g., harnesses, car seats etc.

### 8.3 Driver Responsibilities



- Drivers should not drive a vehicle they consider to be unroadworthy. The vehicle should be plated and the driver should display his Identity Badge at all times.
- The schedule should be followed using only designated pick up points.
- The driver should be aware that the schedules contain information relating to pupils which is confidential and they should not be left in places where they can be accessed by others.
- Always park so that pupils alight on the pavement and not in the carriageway and make sure all pupils are clear of the vehicle before moving off.
- Drivers should not allow any unauthorised passengers to travel.
- A courteous, professionally detached relationship should be maintained with pupils, parents, school staff and escort.
- The driver should exercise reasonable control, assisting escorts when one has been provided. Drivers should not engage in confrontational situations with parents but report the incident to the employer or the School Transport Team
- Under no circumstances should a driver strike a pupil. Where pupils are involved in a fight or confrontation, minimum, appropriate, physical restraint may be used (Where there are concerns, training will be given).
- Drivers should never evict a pupil from the vehicle, but should report misbehaviour to staff.
- Drivers should never use foul language or abusive gestures. Inappropriate conversation topics will be avoided. Staff should not tease, play or 'fool around' with passengers and should not interfere with their belongings. All passengers should be treated with care, respect and dignity.
- Inappropriate conversation topics and language must be avoided. Physical contact with pupils should be kept to a minimum.
- The driver should ensure that school transport signs and route numbers are displayed correctly.
- Children should not open and close doors - childproof locks should be used where available. Before moving away, drivers should ensure that all passengers are seated and that appropriate seat belts/restraints are secured.
- The driver should never leave pupils unattended. When returning pupils home the driver should wait until the child is received by a responsible adult.
- The driver should be trained to use any equipment provided e.g. ramps, lifts, harnesses, fire extinguishers, strap cutters etc.
- Most schools have arrangements for parking, picking up and setting down within the grounds and drivers are expected to co-operate with their procedures-  
Drivers should adhere to speed limits, not use mobile phones unless parked and are not permitted to smoke. Where practicable, drivers should switch off vehicle engines to reduce smoke emissions, noise and other pollutants. Vehicles should not be left unattended. If a driver leaves the vehicles it must be secured locked and parked in a safe and appropriate place.
- The driver should be aware of procedures in the event of a breakdown, accident or other hazard such as fire. All incidents should be reported as soon as is possible.
- The driver should not be in possession of alcohol, drugs or offensive weapons.
- The driver should be aware and compliant with regulations relating to Drivers' hours.

- The driver should advise their employer, and, if necessary, the DVLA, Swansea of any change in their medical condition which may affect their fitness to work.

#### **8.4 Operator Responsibilities**

- The operators should have read the Code of Practice for School Transport Operations which forms part of the contract between the Operator and the Authority. This covers reliability of operation, procedures for breakdowns and emergencies, customer care, vehicle provision and maintenance, contact details, and service monitoring.
- The operator should ensure that all legislation relating to the transport provision is adhered to including, licensing, badged staff, vehicle maintenance, provision and displaying of school transport signs, wheelchair floor tracking, harnessing and tail lift testing and maintenance, record keeping etc. All records should be available for inspection by the staff from the Council as required.
- The operator is responsible for ensuring that staff are aware of procedures for breakdowns, accidents or other incidents

#### **8.5 School Responsibilities**

- Staff should be available to transfer pupils between the vehicle and the classroom. Escorts and driver should not leave pupils unattended while accompanying other pupils from classrooms.
- The school should ensure that loading areas are as safe as possible, minimising the movement of pupils round moving vehicles.
- Changes which affect the transport provision e.g. early closures, school trips, pupils leaving etc should be notified as soon as possible. Minor changes can be notified direct to the operator. Changes which may affect the cost to the Authority should be notified to the School Transport Service.
- The Operators will present a Con 1 form at the end of each month. These should be signed by authorised signatories at the school to confirm the number of days transport has been provided.
- Monitoring forms are available for schools to survey the transport and advise of any concerns they may have.
- Advice maybe sought from school staff regarding problems that may arise with individual pupils.

### **9 CHANGE OF CIRCUMSTANCES, LOSS, ERRORS, FRAUD**

**9.1** If a child aged less than eight years receives free transport, but would lose this entitlement on turning eight due to the different walking distances involved, free transport will be maintained to the end of the term in which the child's eighth birthday falls.

**9.2** If a child moves out of Reading Borough, the student must surrender any travel pass with immediate effect. Responsibility for travel will rest with the Local Authority in whose area the student then resides.

- 8.3 Where a child is awarded a season ticket for public transport, he or she must carry the ticket for all home to school journeys, and show them when asked. If a child is unable to attend school because the season ticket has been lost or stolen, the parent is responsible for transporting the child until a replacement ticket is issued.
- 9.4 Where a pupil has been assessed as eligible for transport assistance in error, or as a result of defective information or fraud investigation, the provision will be withdrawn at the end of the term in which the matter is brought to the attention of the parent. Any passes issued to the child must be returned at the end of that period. In the case of a fraudulent application, assistance will be withdrawn at the end of the week in which clear evidence of such fraud is presented.
- 9.5 Reading Borough Council reserves the right to take legal action against any parent who makes a fraudulent application for free school transport.

## 10 QUALITY AND STANDARDS

### 10.1 Service Standards and Codes of Practice

In addressing service quality, RBC will set service standards that promote journey quality and effectively address bullying or poor behaviour.

### 10.2 Parents and Children

Although Reading Borough Council may provide transport assistance, the parent is still responsible for ensuring that their child attends school.

### 10.3 Contracted Services

RBC issues a Code of Practice for Operators. Where transport is provided through contracted services, as part of the conditions of the contract, RBC requires its contractors, their employees and any sub contractors, to adhere to this Code.

If a contractor, its employees, or any sub-contractor, fails to comply with the Code of Practice for Contractors, RBC may deem the Operator to be in breach of contract.

### 10.4 Emergency Closures

#### 10.4.1 Severe Weather Conditions

After consideration of the forecasts, Headteachers may decide that the health and safety of pupils necessitate closing the school. Announcements on school closures are made on local radio stations when weather is severe.

If the weather deteriorates once pupils have arrived at school, Headteachers will advise the Authority if they deem it necessary to close and arrangements will be made for vehicles to collect pupils as soon as is practicable. Parents will be contacted to ensure that care is available on their return.

#### 10.4.2 Loss of Essential Services

In the event of heating breakdown or disruption of other essential services (such as water supply), especially during cold weather, the Headteacher may arrange for pupils to be returned home. Parents would be notified accordingly.

### 10.5 Behaviour on School Transport

For reasons of health and safety your child must always wear an appropriate seatbelt. In addition, pupils should not:

Eat or drink on the vehicle  
Stand up in the vehicle whilst it is moving  
Distract the driver in any way  
Play radios, personal music players (CDs, MP3s, ipods, mobile phones etc) unless using personal headphones  
Drop litter inside the vehicle  
Smoke on school transport  
Parents will be responsible for any damage caused to the vehicle by their children and will have to pay the operator for any repairs that maybe necessary, including cleaning costs where appropriate.

If a child persistently misbehaves, RBC reserves the right to withdraw transport provision - either on a temporary or permanent basis. If it is necessary to take this course of action, the parent is then responsible for ensuring their child's continued attendance at school.

The Education Act 2006 makes it clear that head teachers have the right to address unacceptable behaviour, even when this takes place outside the school premises and this includes behaviour on school transport.

## **11 COMMENTS AND COMPLAINTS**

- 11.1 Reading Borough Council welcomes feedback and constructive comments from its service users. The School Transport Service will pick up all comments about services, whether written or verbal, made face-to-face or over the telephone - including those which are not formal complaints.
- 11.2 If things go wrong, the School Transport Service will endeavour to rectify the situation swiftly, to the satisfaction of all parties, as long as the solution is not outside the boundaries of this policy.
- 11.3 However, the School Transport Service can only deal with complaints about the services that are contracted by the School Transport Service. Complaints about contracted services will be dealt with in accordance with Reading Borough Council's published complaints procedure. Complaints about services provided by train operating companies, or bus companies, must be directed to the company in question.

## **12 APPEALS**

- 12.1 **Stage One.** If a parent has had an application for free school transport turned down by the School Transport Service, an appeal against this decision can be made. The Parent(s) will be asked to submit a challenge in writing, or complete an on-line form, within 20 working days from receipt of the Authority's written decision. The statement should include any personal circumstances you feel should be considered, accompanied by any additional supporting evidence from professionals.

The decision will then be reviewed by a Reviewing Officer within 20 working days of receipt of the request and parent(s) will be notified.

If assistance is granted, it will normally take the form of a bus pass or the most economical option possible. If other provision is being sought, the request should form part of your submission.

**12.2 Stage Two.** If you wish to challenge the Stage One Reviewing Officer's decision you have 20 working days from receipt of the Stage One decision to submit your intention to progress your case to Stage Two where your case will be reviewed by an Officer Panel headed by a Manager. You will have the opportunity to submit additional information. Your appeal date will be within 40 working days of receipt of your request and supporting information. Prior to your case being heard, a full copy of all correspondence will be sent to you. The Panel will meet approximately once a month (dependent on demand) and consider each case on its individual merits. A letter will then be sent outlining the Panel's decision.

**12.3 Grounds for Appeal**

You can appeal on one of the following grounds:

- That the policy has not been properly applied
- That the policy has been properly applied but there are exceptional circumstances (Please note - A parent being unable to take their child to school due to work commitments will not be considered as exceptional circumstances)

**12.4** Pending a review, it remains the parent/carers responsibility to ensure their child attends school.

**12.5** If the appeal is unsuccessful, an appeal can be made to the Local Government Ombudsman. The Ombudsman can be contacted at:  
PO Box 4771, Coventry, CV4 0EH (Tel 0845 602 1983)  
or through the website: [www.lgo.org.uk](http://www.lgo.org.uk).

## APPENDIX 1 - SAFETY OF ROUTE GUIDELINES

### From the 2002 Guidelines: Identification of hazards and the assessment of risk of walked routes to school - Local Authority Road Safety Officers' Association (LARSOA)

1. In assessing the safety of a particular journey, consideration is given only to danger relevant to traffic/highway conditions.
2. It is essential that each case be considered on its merits.
3. The pupil may be assumed to be accompanied as deemed necessary by a normal caring parent or other responsible adult.
4. Judgements should be made fair in regard to both urban and rural routes. The task of a pedestrian in urban areas, even where there are footways, can be difficult when regard is had, for example, to the need to cross main traffic routes.
5. Consideration should be given to the overall nature of the route. It is not unreasonable to expect special care to be taken on short difficult sections.
6. Where difficult sections exist on a road, their locations within the overall journey is relevant since applications for free transport would not normally be entertained in respect of very short journeys.
7. Where a footway, public footpath or bridleway exists such can normally be assumed to provide a safe route for that part of the journey.
8. Where a verge exists along which it is possible for the child and accompanying person to walk, the verge can normally be assumed to provide a safe route for that part of the journey.
9. Where, on lightly trafficked roads, a verge exists which is not easy to walk on but which can be stepped onto by the child and accompanying adults when vehicles are passing, it can normally be assumed to provide a safe route for that part of the journey.
10. Many rural routes may lie along roads having neither footway nor verge. On such roads consideration should be given to the width of the carriageway, traffic flow and composition (such as frequent heavy goods vehicles) and to visibility (i.e. sharp bends with high hedgerows or banks).
11. Where there is evidence that a route is used by children (either accompanied or not) outside school hours this should be taken into account in judging whether it is available for journeys to school
12. Consideration should be given to the relevant accident record of the route with particular regard to the effect on pedestrian movements.
13. Where road crossings are necessary, the availability of justified crossing facilities (zebra, pelican, school crossing patrol) using the laid down criteria should be taken into consideration.

## SCHOOL TRANSPORT APPEAL PROCESS

If an application is turned down, a challenge can be made either on-line at:  
[www.reading.gov.uk/schooltransportappeal](http://www.reading.gov.uk/schooltransportappeal)

or by submitting a written challenge to:

School Transport Manager  
Reading Borough Council, Bridge Street, Reading RG1 2LU

### GROUNDINGS FOR CHALLENGE

You can challenge on one of the following grounds:

- That the policy has been incorrectly applied
- That the policy has been properly applied but there are exceptional circumstances

### STAGE ONE

A challenge should be submitted within 20 working days from the receipt of the Authority's written decision. The Statement should include any personal circumstances you feel should be considered, accompanied by any additional supporting evidence from professionals.

The decision will be reviewed by a Reviewing Officer within 20 working days of receipt of the request and parents/carers will be notified in writing.

### STAGE TWO

If you wish to challenge the Stage One decision by the Reviewing Officer, you have 20 working days from receipt of the Stage One decision to submit your intention to progress your case to Stage Two, where your case will be reviewed by an Officer Panel headed by a Manager and the Lead Member for Education.

You will get the opportunity to submit additional information.

The Stage Two review will take place within 40 working days of receipt of our request. Prior to the case being heard, a full copy of all correspondence will be sent to you.

A letter will then be sent outlining the Panel's decision. Transport assistance, if awarded, will normally take the form of a bus pass. If other provision is being sought, the request should form part of your submission.

### LOCAL GOVERNMENT OMBUDSMAN

If the challenge is unsuccessful and you believe that there has been an administrative fault with the way Reading Borough Council has handled your appeal, you may contact the Local Government Ombudsman who investigates complaints about Councils. Contact details below:-

PO Box 4771, Coventry CV4 0EH (Tel 0845 602 1983) [www.lgo.org.uk](http://www.lgo.org.uk)







Code of Practice  
For  
School Transport Operation

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## **1. INTRODUCTION**

This Code of Practice is a requirement of the contract. Failure to comply can constitute a breach of contract and may result in the Contractor being penalised or the contract terminated.

The provisions of this Code of Practice do not replace any provisions contained in the Contract documents nor in Statute or Regulation.

The contractor is expected to bring the Code of Practice to the attention of local managers, and ensure that all drivers and escorts have seen or are supplied with copies of all relevant sections.

## **2. GENERAL**

The Council shall be sole hirer of the vehicle during any period it is carrying out the contract.

Any change to the details of ownership of the Contractor's business must be notified to the Council, in writing, detailing the exact nature of the change.

The contractor undertakes to keep confidential and not to disclose, without the Council's written consent, any confidential information supplied by the Council save when ordered to do so by a court or Tribunal of competent jurisdiction.

The Contractor shall not, whether him/herself or by any person employed by him/her to provide the service, solicit any gratuity, tip or any other form of money/gifts/payment in kind, or charge for any part of the service other than bona fide charges approved by the Council.

The Contractor and employees shall not hold themselves as being an agent of the Council and are not authorised to enter into any contract on behalf of the Council. The Contractor has no power to make, vary or waive any bye-laws or regulation of any kind.

Any questions arising as to the right of any person to be conveyed by the contractor on an RBC Contract shall be referred to the STS whose decision shall be final.

The Council shall not be held responsible for any damage howsoever caused to the vehicle by the passenger carried therein or from any other cause. However, RBC shall give the Contractor reasonable assistance in obtaining restitution for damaged vehicle or equipment. The Contractor may, upon agreement with the STS, refuse to provide a pupil with transportation until vandalism damage caused by such pupil is paid in full.

The Contractor must meet all legislation relating to Environmental standards as enacted by Governing bodies at all operational bases and in the standard of vehicles operated.

### **3. LICENSING, INSURANCE AND INDEMNIFICATION**

The Contractor shall for the duration of the Contract, keep in force the relevant Licence/Permit relevant to the vehicles being operated to fulfil the Contract and shall produce the relevant Licence at any time as requested by the Council for inspection by authorised officers.

In the event that the said Licence/Permit shall be suspended/revoked or have conditions attached which inhibit the operation of the Contract, the continuation of the Contract will be immediately determined. The Contractor shall pay to the Council the amount of any direct loss/damages caused to the Council by that determination.

The Contractor shall notify the Council within 7 days of any change to his PCV Operator's Licence or permit. The Contractor shall provide details (if requested) of the Certificate of Professional Competence held in respect of his/her undertaking and shall notify the Council in writing immediately, if requested, of any changes relating to the holder of the Certificate.

The Contractor shall at the commencement of the Contract period and thereafter, on request, produce to the Council a copy of the Insurance Policies together with documentary evidence that such insurances are properly maintained. Any and all changes to insurance cover should be conveyed to the School Transport Service within 7 days of the change taking place.

As well as the insurance cover for the vehicles, the Contractor should also have adequate Public Liability Insurance.

Cover in respect of personal injury or death of any person arising under a contract of service with the Contractor and arising out of an incident occurring during the person's employment shall be maintained by the Contractor and shall comply with any Statutory orders eg Employer's Liability (Compulsory Insurance) Act 1969.

The Contractor shall indemnify RBC, its Councillors, officers and employees from and against any claim or demand which maybe made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of the Contractor in the performance of this agreement, except to the extent that such a claim or demand arises from or is caused by the negligence or wilful misconduct of RBC, its agents or employees.

#### **4. CONTRACT REVISION, CONDITIONS, INVOICING AND PAYMENT**

- 4.1 The contractor shall submit invoices for the preceding month no later than the 10<sup>th</sup> of each month. The invoice should be emailed to [Accounts.payable@reading.gov.uk](mailto:Accounts.payable@reading.gov.uk) (cc'd to School Transport). The Con 1 form should be signed and stamped by the school confirming the days that the contract operated and the original should be sent to the School Transport Service. The Con 1 should also give details of the vehicle registration, the driver and escorts' names or badge numbers and the Licence that the contract operated under.

Invoices should be made out to Reading Borough Council, be individually numbered, include the Operator name that the Contract was awarded to, the address, the school name, route number and Purchase Order Number along with the Contractor's VAT number if applicable. A Purchase Order number will be emailed to the operator before the commencement of the contract. Purchase Orders will be valid for the financial year (April-March) in which they were issued. New Purchase Orders will be issued for the start of each financial year.

The invoice will be paid at the rate in operation at the time. Any increase in daily rates, additional trips or one-off expenses will not be paid unless previously agreed.

All Invoices and Con 1 Forms should be accurate, clear and legible.

- 4.2 Contracts are awarded for three years. This can be extended by the School Transport Service in exceptional circumstances and at this point, an adjustment to the price can be sought.
- 4.3 The Contract maybe terminated before the expiry date if the STS Manager determines that the route is no longer necessary or if otherwise mutually agreed between the STS Manager and the Contractor or if either party serves 42 days notice of termination on the other.

The contract will be terminated immediately if the contractor is in breach of the following:

- Allowing a driver or escort to work on a school transport contract before being authorised to do so
- Using an unplatd /licensed vehicle
- Carrying unauthorised passengers
- Failing to notify the Council promptly of the involvement of any school contract vehicle in a personal injury accident

#### **5. DEALING WITH INFORMATION**

##### **5.1 Freedom of Information**

The Contractor shall provide all relevant information which might be required by the Council without charge, and as soon as reasonably practical, in order that the

Council may act fairly, properly and in accordance with its statutory obligations to the Freedom of Information Act 2000.

## 5.2 **Data Protection**

The Council and Operator acknowledge that for the purposes of the Data Protection Act 1998, the Council is the Data Controller and the Operator is the data processor of any Personal Data.

The Operator shall promptly comply with any request from the Council requiring the Operator to amend, transfer or delete Personal Data.

The Operator shall promptly inform the Council if any Personal Data is lost, destroyed or becomes damaged, corrupted or unusable.

The Operator shall take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss, damage or destruction of Personal Data.

If the Operator or Council receive any complaint, notice or communication which relates, directly or indirectly to the processing of Personal Data or compliance with the Data Protection Act, both parties will co-operate to respond appropriately.

The Operator shall ensure that access to Personal Data is limited to those employees who need access to the Personal Data to meet the Operators' contractual obligations and that access is only to such parts of the Personal Data that is strictly necessary to carry out their duties.

The Operator shall ensure that all employees :

- a) are aware of the confidential natures of the Personal Data
- b) are aware of the Operators' duties and their personal duties with regard to the Data Protection Act

The Operator shall not disclose any Personal Data to a Third Party other than at the request of the Council.

The requirement to give notice of termination will not apply if the Council believes the Operator is in breach of any of its obligations regarding the handling of personal data.

The Operator agrees to keep indemnified and defend, at own expense, against costs, claims damage and expenses incurred by themselves due to any failure by the Operator or employees to comply with any obligations under the Act.

Without prejudice to the Council's rights in relation to the approving of sub-contracting, the Operator may only authorise a sub-contractor to process Personal Data:

- a) subject to the Council's prior consent where the Operator has supplied the Council with details of the sub-contractor
- b) provided that the sub-contractor's contract is on terms which are substantially the same.

## **6. RELIABILITY OF OPERATION**

Services shall be operated in accordance with the contract schedule, observing all agreed stops. Contractors must ensure that all children on the schedule are accounted for. No changes shall be made without the written consent of the Council. No contracts may be combined in any way unless previously agreed in writing by the STS.

- 6.1 The service shall operate on all days that the school is open.
- 6.2 No service shall be operated earlier or later than the scheduled time.
- 6.3 Delays shall be minimised and every effort made to correct consistent late running.
- 6.4 Contractors should whenever possible, try to designate staff to particular contracts so that children may feel more secure.
- 6.5 The Council reserves the right to withhold payment, or part payment, of contract sums should operators fail to provide services to a satisfactory standard, as set out in Appendix 1.

## **7. SERVICE REQUIREMENTS**

- 7.1 The Operator must convey all passengers on days required according to the route Schedule. Drivers must not deviate from the route unless for an emergency or road closure. Passengers must not be taken out of the vehicle while on route, nor must the route be interrupted.
- 7.2 No passenger can be set down at any point other than the school/college attended or the normal alighting point to return home unless previously agreed by the STS.
- 7.3 Behaviour problems in the course of a journey should be reported to the school as soon as possible and where necessary to the Council and parents concerned. The STS may instigate periods of withdrawal from contracts for pupils who behaviour problems are persistent. However, operators must be aware that the Council has legal obligations to provide transport for certain pupils and the withdrawal of transport is a last resort after all other procedures have been exhausted, and that a Health and Safety risk has been identified to other pupils, staff or members of the public.
- 7.4 Advice on term dates and Inset days will be supplied by the STS before the start of each academic year, but Contractors may need to confirm specific changes eg In- year changes, closures for Polling Station use etc.
- 7.5 At the start of each academic year, the driver must confirm pick-up times with parents.

- 7.6 Parents are requested, in writing, to advise if transport is not required on particular days. Should an Operator have a wasted journey through pupils not attending without notice, 50% of the daily rate can be claimed.
- 7.7 Parents are also advised, in writing, that the vehicle will wait for no more than 2 minutes. Drivers are advised to contact their Controller or the STS to give confirmation of the time they are pulling away to avoid possible disputes with parents over whether the service has operated. Parents are responsible for bringing pupils to the vehicle and collecting from the vehicle in the afternoon. The driver/escort responsibility is only for pupils on the vehicle.
- 7.8 If there is no responsible adult available to receive a pupil in the afternoon, the driver should complete the remainder of the contract before returning to the address. Telephone numbers on the schedule should be used to contact parents to confirm their location. If there is still no-one home, the STS should be contacted.
- 7.9 All points in Sections (12) and (13) relating to vehicles and Customer Care should be complied with.

## **8. BREAKDOWNS, EMERGENCIES AND ROAD CLOSURES**

- 8.1 Contractors must have contingency plans for dealing with vehicle failures, staff shortages and other operational emergencies.
- 8.2 In the event of a vehicle breakdown, accident or similar emergency:
- a) Passengers on the vehicle shall be advised of the situation and of what arrangements are being made for them to continue their journey.
  - b) The contingency plan shall be put in place and arrangements made to cover any subsequent journeys. Any additional costs incurred will be at the Contractor's expense.
  - c) Where pupils are likely to be delayed in excess of fifteen minutes, the operator shall inform the school and the STS immediately.
  - d) In the event of a Road Traffic Accident, or where a driver is reported for any Road Traffic Offences, which occur whilst children are being conveyed, the STS must be informed immediately and a written report submitted within 3 days. This maybe Emailed.
- 8.3 In the event of a short-term emergency closure of any part of the scheduled route, the contractor shall endeavour to maintain the service by following the signposted diversion or where not available, the safest appropriate diversion route. This shall be at the Contractor's expense. If a pupil lives within the closed area, it maybe necessary to telephone the parent and arrange a point where the vehicle can be met.

## **9. SCHOOL CLOSURES**

Payment is made only for days when the school is open with part-payment made in exceptional circumstances.

- a) Adverse Weather Conditions  
Headteachers will assess conditions and when unable to open, will follow the Councils' procedures. Operators and parents are asked to tune into local radio stations during periods of adverse weather for details of school closures.



The Operator shall make every reasonable effort to run the service in adverse conditions of snow, ice, flood or any other extraordinary circumstances.

Where it has not been possible to operate a school transport contract in the morning, the Contractor should liaise with the school and the STS to confirm whether any pupils require transport in the afternoon.

When weather conditions deteriorate during the day, schools may make the decision to close early. Operators should ensure that their published contact number is manned during the times stated in Section 14 of this code and ensure that they have up-to-date contact details for drivers and escorts so that pupils can be collected as promptly as possible.

When a Contractor has attempted to operate a contract but been unable to complete, 50% of the daily rate will be payable. Details should be provided on the Con 1 forms returned with the monthly invoices and confirmed by the school.

b) Inset Days

A list of the Inset Dates provided by schools will be supplied to Operators at the start of each Academic year. Schools should notify the Contractors and the STS of any changes to these dates. Any costs incurred due to this information not being supplied should be charged to the school.

c) Other Closures

A number of schools are designated as Polling Stations during elections and schools are responsible for notifying the Operators if this requires them to close.

Unexpected emergencies requiring a school closure eg gas leak, interruption to power, water, heating supplies will be notified to the Operators and the STS. Where necessary, announcements will also be made on local radio stations and published on their websites.

Payment will only be made for journeys attempted prior to notification of closures being received.

## **10. FIRST AID/INFECTION CONTROL/ILLNESS**

- 10.1 Although First Aid kits are required on vehicles, staff should not undertake any procedure beyond their training. Medical help should be sought where necessary.
- 10.2 No medication or drugs should be given to a pupil (unless instructed to do so for a named passenger following training).
- 10.3 In the event of an emergency an ambulance should be called once the vehicle is parked in a safe place, identifiable for the ambulance to locate.
- 10.4 If a pupil appears ill at the start of the day, staff should confirm with the parent that the child is fit enough to be in school. If a pupil becomes ill while at school, it is the parents' responsibility to collect their child.

- 10.5 Should a pupil become ill during transit, the driver should return him/her home, after first checking that there will be a responsible adult available.
- 10.6 Basic rules of hygiene should be followed. As water is not available, the use of cleansing gel should be considered where an escort or driver has direct contact with pupils. Cuts should be covered and disposable gloves used if in contact with bodily fluids.

## **11. COMPLAINTS PROCEDURES**

- 11.1 The Contractor shall have a Complaints Policy in place and shall manage all complaints relating to STS contracts.
- 11.2 All complaints received by the STS will be logged and investigated. Penalties for Operators in breach of their Contract will be advised in writing. (See Appendix 1).
- 11.3 No liability shall attach to the Contractor in the event of his failure to perform any part of the contract satisfactorily if it can be demonstrated that such failures arose wholly as a result of events which he had no control over.

## **12. CUSTOMER CARE**

Contractor's staff are vital to the smooth operation of the contract. They not only represent the Contractor, but also indirectly the Council. The welfare of the pupils is of paramount importance.

### **12.1 LEA Responsibilities**

Reading Borough Council's School Transport Service is responsible for;

- Determining service provision in accordance with pupil needs;
- Awarding contracts in accordance with the Council's tendering procedures;
- Providing escort training;
- Endeavouring to ensure that pupils travelling time is kept to a minimum
- Monitoring service provision and taking action to rectify problems;
- The Council reserves the right to withdraw transport for any pupil who presents a safety risk to other passengers.
- Transport arrangements are subject to change when pupils leave or join a route. The transport provider may also change as the Authority reviews provision to ensure the most cost effective transport.
- The Authority will not fund additional journeys or routes which are put in place by anyone other than officers within the SEN or School Transport sections, without prior approval of the relevant budget holder.

## 12.2 Escort Responsibilities

- Escorts should have undergone an enhanced DBS check attended a Readibus or PATS Training day, and be wearing an identity badge issued by the LEA during working hours. The DBS check and badge will be renewed every 3 years.
- Escorts should be aware of the Code of Practice and any contingency plans laid down by the contractor regarding breakdowns, accidents or other emergencies. Staff should ensure they have emergency contact numbers for the parents of pupils travelling on their routes.
- Escorts should ensure that pupils board and alight safely by keeping doors closed while vehicle is moving, not allowing children to open or closing doors and ensuring that pupils are well clear of the vehicle before driver moves off. Parents are responsible for bringing pupils to the vehicle and collecting them in the afternoon – the escort should not leave pupils on the vehicle unsupervised at any time.
- The escort should ensure all luggage is stowed safely and that pupils have seat belts or other harnesses and seats secured.
- The escort should, as far as possible, sit where the pupils can be watched. Clear guidelines should be set as to what is acceptable behaviour. Severe or persistent misbehaviour should be notified to the school.
- The escort should exercise reasonable control and ensure pupils do not hinder the driver. Escorts should not engage in confrontational situations with parents but report the incident to the employer or the School Transport Team.
- Under no circumstances should an escort strike a pupil. Where pupils are involved in a fight or confrontation, minimum, appropriate, physical restraint may be used (Where there are concerns, training will be given).
- Escorts should never use foul language or abusive gestures but should maintain a courteous, professionally detached relationship with the pupils, parents, school staff and the driver. Inappropriate conversation topics will be avoided. Staff should not tease, play or ‘fool around’ with passengers and should not interfere with their belongings. All passengers should be treated with care, respect and dignity.
- Physical contact with pupils will be kept to a minimum. Staff are not permitted to lift children on/off vehicles.
- In the event of an accident or breakdown, the escort will remain with the children.
- The escort will co-operate with Authority staff, teachers and parents to resolve problems, reporting any issues felt to be relevant to the child’s well being. Incidents, conversations or behaviour changes can indicate a pupil has a problem.
- Escorts should be aware that some of the information about the pupils is confidential. Any written notes should be kept in a safe place which cannot be accessed by others.
- If no-one is available to receive a pupil at the end of the day, escorts should be prepared to take the child for the remainder of the journey before returning to the pupil’s house. It is helpful for staff to ensure they have contact numbers for the parents in case of an emergency.

- Escorts should ensure that pupils do not eat on the vehicles to reduce the risk of choking and to avoid medical conditions and allergies being aggravated.
- No smoking is permitted during working hours.
- Escorts should not be in possession of alcohol, drugs or offensive weapons.
- The Escort should be trained to use any equipment provided eg, harnesses, car seats, etc.

### **12.3 Driver Responsibilities**

- Drivers should not drive a vehicle they consider to be unroadworthy. The vehicle should be plated and the driver should display his Identity Badge at all times.
- The schedule should be followed using only designated pick up points.
- The driver should be aware that the schedules contain information relating to pupils which is confidential and they should not be left in places where they can be accessed by others.
- Always park so that pupils alight on the pavement and not in the carriageway and make sure all pupils are clear of the vehicle before moving off.
- Drivers should not allow any unauthorised passengers to travel.
- A courteous, professionally detached relationship should be maintained with pupils, parents, school staff and escort.
- The driver should exercise reasonable control, assisting escorts when one has been provided. Drivers should not engage in confrontational situations with parents but report the incident to the employer or the School Transport Team
- Under no circumstances should a driver strike a pupil. Where pupils are involved in a fight or confrontation, minimum, appropriate, physical restraint may be used (Where there are concerns, training will be given).
- Drivers should never evict a pupil from the vehicle, but should report misbehaviour to staff.
- Drivers should never use foul language or abusive gestures. Inappropriate conversation topics will be avoided. Staff should not tease, play or ‘fool around’ with passengers and should not interfere with their belongings. All passengers should be treated with care, respect and dignity.
- Inappropriate conversation topics and language must be avoided. Physical contact with pupils should be kept to a minimum.
- The driver should ensure that school transport signs and route numbers are displayed correctly.
- Children should not open and close doors – childproof locks should be used where available. Before moving away, drivers should ensure that all passengers are seated and that appropriate seat belts/restraints are secured.
- The driver should never leave pupils unattended. When returning pupils home the driver should wait until the child is received by a responsible adult.

- The driver should be trained to use any equipment provided eg ramps, lifts, harnesses, fire extinguishers, strap cutters etc.
- Most schools have arrangements for parking, picking up and setting down within the grounds and drivers are expected to co-operate with their procedures-  
Drivers should adhere to speed limits, not use mobile phones unless parked and are not permitted to smoke. Where practicable, drivers should switch off vehicle engines to reduce smoke emissions, noise and other pollutants. Vehicles should not be left unattended. If a driver leaves the vehicles it must be secured locked and parked in a safe and appropriate place.
- The driver should be aware of procedures in the event of a breakdown, accident or other hazard such as fire. All incidents should be reported as soon as is possible.
- The driver should not be in possession of alcohol, drugs or offensive weapons.
- The driver should be aware and compliant with regulations relating to Drivers' hours.
- The driver should advise their employer, and, if necessary, the DVLA, Swansea of any change in their medical condition which may affect their fitness to work.

#### **12.4 Operator Responsibilities**

- The operators should have read the Code of Practice for School Transport Operations which forms part of the contract between the Operator and the Authority. This covers reliability of operation, procedures for breakdowns and emergencies, customer care, vehicle provision and maintenance, contact details, and service monitoring.
- The operator should ensure that all legislation relating to the transport provision is adhered to including, licensing, badged staff, vehicle maintenance, provision and displaying of school transport signs, wheelchair floor tracking, harnessing and tail lift testing and maintenance, record keeping etc. All records should be available for inspection by the staff from the Council as required.
- The operator is responsible for ensuring that staff are aware of procedures for breakdowns, accidents or other incidents
- The operator will ensure that all employment regulations are met for both drivers and escorts. No staff should be paid at a rate below the Government's National Living Wage.

#### **12.5 School Responsibilities**

- Staff should be available to transfer pupils between the vehicle and the classroom. Escorts and driver should not leave pupils unattended while accompanying other pupils from classrooms.
- The school should ensure that loading areas are as safe as possible, minimising the movement of pupils round moving vehicles.

- Changes which affect the transport provision eg early closures, school trips, pupils leaving etc should be notified as soon as possible. Minor changes can be notified direct to the operator. Changes which may affect the cost to the Authority should be notified to the School Transport Service.
- The Operators will present a Con 1 form at the end of each month. These should be signed by authorised signatories at the school to confirm the number of days transport has been provided.
- Monitoring forms are available for schools to survey the transport and advise of any concerns they may have.
- Advice may be sought from school staff regarding problems that may arise with individual pupils.

### **13. VEHICLES**

All vehicles used in the provision of a service shall:

- a) Comply with all aspects of relevant legislation and regulations. Be taxed, tested, insured, licensed, well maintained, (Wheelchair accessible tail-lifts, ramps, etc, will require separate maintenance records) and in every way fit for service.
- b) Be licensed with a Local Authority as either Hackney Carriage, Private Hire or School Vehicle or display an 'O' Licence or Section 19 permit issued by the Traffic Commissioner.
- c) Have the capacity to meet the seating requirements of the contract and any items, such as wheelchairs stated on the schedule. Vehicles must also be suitable for the route covered.
- d) Display the school sign, as required by legislation, in the appropriate position.
- e) Display the contract number so that it is clearly visible to intending passengers.
- f) Be designated as 'Non-Smoking' throughout the vehicle.
- g) Have floor restraints fitted for the purpose of passengers who need wheelchairs for transportation. At no time should wheelchair passengers be transported in vehicles that do not have floor restraints fitted. The Contractor must ensure that equipment is available to ensure passengers are secured in an appropriate way to meet current guidance and legislation and that staff are familiar with its use.
- h) Be vehicles that are fitted with 3-point lap and diagonal seat restraints, and these should be properly maintained and records kept of any maintenance

checks at all times. Records should be available for inspection by the Council and its officers.

- i) Be fitted with specialist harnesses, seats or wheelchair straps when required for individual pupils. If necessary the equipment will be supplied on loan by the School Transport Service. The Contractor will be required to collect and return the equipment. Operators may elect to use their own equipment which must be suitable for the pupil and meet with all legislative requirements
- j) Equipment which is maintained and kept in good working order.
- k) Be fitted with a fire extinguisher.
- l) Be kept clean, free from litter and graffiti.

#### **14. OTHER MATTERS**

- a) The contractor must submit in writing the name, details and contact numbers of his/herself or their nominated supervisory staff who shall be responsible for implementing contingency plans in the event of service failure or other emergency between the hours of 07:30 – 17:00hrs.
- b) The contractors should supply a contact number, which is open to the public on every school day between the hours of 07:30 – 17:00hrs.
- c) Copies of any letters sent directly to the contractor by members of the public/parents concerning the operation of the service shall be sent directly to the School Transport office, within five days of receipt, together with a copy of the contractor's reply.
- d) The Council reserves the right to question the suitability of contractors' staff employed on School Transport contracts. The Contractor shall provide a replacement if requested to do so.

#### **15. SERVICE MONITORING**

- a) Contractors shall co-operate at all times with the duly authorised and identified officers of the Council engaged in collecting information regarding service quality and performance. Officers will be granted access to vehicles, and to travel on them if necessary, to monitor the operation.
- b) Contractors shall not conduct their business in a manner, which might lead to a loss of public confidence in the service, which they provide.
- c) Financial, statistical and operating information or data requested by the Council in respect of contracted services shall be submitted in the form and frequency stipulated by the Council. Detailed statistical information

will not be requested on more than four occasions each year, unless significant operational irregularities have come to light.

## **16. RESPONSIBILITIES**

- 16.1 Compliance with the Code of Practice and any costs incurred in doing so are the responsibility of the contractor. The Council will support contractors acting in accordance with the Code of Practice and in some cases may give practical assistance, (provision of certain special needs equipment, etc) and any guidance where sought.
- 16.2 In addition to meeting the standards set out in this Code of Practice, contractors must still meet all statutory requirements associated with operating public licensed transport services whether they be PCV, Hackney Carriage Vehicles, Private Hire Taxis or School Plate Vehicles.
- 16.3 It is the contractor's duty and first priority to ensure that no person works on a School Transport contract before they have been cleared and authorised by the STS.



## **APPENDIX 1**

### **Penalties for not complying with the terms of the contract**

1.1 It is expected that all contracts operate within the terms of the Contract and the Code of Practice. However, penalties will be enforced as outlined below:

1.2.1 Issuing of 10 Penalty Points:

- Driver or escort using inappropriate or abusive language.
- Failure to submit invoices by the 10<sup>th</sup> of the following month
- Failure to display school bus signs as legally required
- Failure to observe any of the pick up and drop off points
- Failure to advise the school/STS of the late running of a contract.

Issuing of 20 Penalty points

- Failure to notify the LEA of any Road Traffic Accident involving a vehicle on a school transport contract
- Carrying passengers not on the schedule.

If 100 points are accrued during a term (3 term year), the contract will be reviewed and either withdrawn or a Final Warning letter issued. Any offence following the issue of a Final Warning letter will result in the contract being withdrawn.

1.2.2 A penalty of up to 50% of the daily rate and 20 Penalty Points:

- Service operating more than 15 minutes late
- Failure to supply an escort where stipulated on the schedule
- Amalgamating separate contracts without the prior agreement of the Council or mixing children from other contracts or schools onto one vehicle.
- Failure to pick up all passengers on the schedule due to use of a vehicle smaller than specified or a vehicle not equipped with the features required by the contract.
- If the Contractor assigns a contract to an operator who is not on the Council's current list of Approved Operators.
- Carrying passengers not on the schedule

If 100 points are accrued during a term (3 term year), the contract will be reviewed and either withdrawn or a Final Warning letter issued. Any offence following the issue of a Final Warning letter will result in the contract being withdrawn.

1.2.3 Immediate withdrawal of contract:

- Use of an unplatd or unlicensed vehicle.
- Use of unauthorised or unbadged driver or escort.
- Failure to notify the Council promptly of the involvement of any school contracts in a personal injury accident.
- Failure to fully observe Safeguarding/Child Protection procedures

1.3 The Contractor will be informed in writing within 5 working days, and the next contract payment will be reduced by the appropriate daily rate. Appeals against penalties will be considered if lodged within fourteen working days of receipt of notification.

1.4 The Council expects all contractors to operate according to the schedule and Code of Practice, and will monitor services to ensure compliance.

1.5 Any appeal against the issue of a penalty for non-compliance of the contract should be lodged in writing within fourteen days of notification to the address shown.

## **APPENDIX 2**

### **Contract Price Adjustments**

2.1 Any alteration to the initial Tender Sum due to changes to the route shall be negotiated between the Contractor and the Transport Services Manager. This includes increases due to additional children/address changes as well as decreases due to pupils leaving or reduction in the mileage.

2.2 Any journey aborted upon arrival at the inward departure point because of non-attendance by the child will be paid at 20% of the single trip cost. The return journey is automatically cancelled at no cost to the Council unless otherwise instructed by the STS. No payment will be made where cancellation is made in advance.

## **APPENDIX 3**

### **Definitions**

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

The “Contract” shall mean the Form of Tender, the Service Specification Schedules (including information appended by the Contractor), the Letter of Acceptance, Code of Practice for School Transport and the Conditions of Contract;

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

The “Operator” means the person, firm or company under whose operating licence the service is provided;

The “Schedule” shall mean the detailed route schedule as completed by the School Transport Service, excluding any items specifically included for information;

The “Tender Sum” means the daily rate to the Council quoted by the Contractor for the execution of the contract at the commencement date.

### **Abbreviations**

DBS – Disclosure and Barring Service

PCV – Passenger Carrying Vehicle

RBC – Reading Borough Council

STS – School Transport Service

School Transport Service  
Reading Borough Council  
Civic Offices, Bridge Street  
Reading RG1 2LU

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