



# Cranborne Middle School



Headteacher: Mr R Stevens  
Assistant Headteachers: Mrs R Cain, Mr S Gillott

## Verwood School Run

### Requirements

- A 53 seater coach to be provided for the Verwood school run for 190 days during the school academic year
- The contract duration will be for 4 years and 2 months, running from 6<sup>th</sup> June 2022 through to the end of school year (July) 2026.
- To provide a coach service for the following route as follows –

| Time    | Pick up/Drop off (Verwood)                               |
|---------|--|
| 7.40 am | West Moors Road, Three Legged Cross (near Dymewood Road) |
| 7.41 am | Joys Road Bus Stop, Verwood Road, Three Legged Cross     |
| 7.45 am | Bus stop at Manor Road (Fish and chip shop)              |
| 7.47 am | Co-op - Blackhill Road                                   |
| 7.50 am | Spice of India, Ringwood Road                            |
| 7.52 am | Memorial Hall, Ringwood Road                             |
| 8.00 am | The Albion Pub, Station Road                             |

This would then go to Cranborne Middle School to drop off the children. The pupils will be collected from Cranborne Middle School at 3.10 pm with the coach leaving at 3.20 pm and then do the route in the opposite direction with the Albion being the first drop off point. On the return journey there is an additional stop (after the bus stop at Manor Road) at Emmanuel Middle School (for children attending the after school club) before continuing to the last two stops at Three Legged Cross.

### Terms and conditions – Verwood School Run

The following terms and conditions will apply to the Verwood School bus contract and the Service Provider is required to accept these terms and conditions when bidding for this contract.

These terms may not be qualified or amended with the submission of a bid.

It will be necessary for the Service Provider and Cranborne Middle School to sign a written contract and for each party to retain a copy following the award of the contract.

Damerham Road ❖ Cranborne ❖ Wimborne ❖ Dorset ❖ BH21 5RP  
☎ 01725 517348 ✉ [office@cranbornemid.dorset.sch.uk](mailto:office@cranbornemid.dorset.sch.uk)  
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## Contract Period

- Subject to earlier termination in accordance with this Contract, the Contract term shall begin on the Commencement Date and shall continue until the agreed end date.
- The school may give notice to the Service Provider at any time before the expiry of this Contract to extend the period of the Contract subject to the agreement by the Service Provider.

## Relationship of Parties

- Nothing in this Contract shall be construed as creating a joint venture, partnership, contract of employment or a relationship of principal and agent between the school and Service Provider.
- The Service Provider will not and will ensure that its Personnel do not say or do anything which might lead another person to believe the Service Provider is acting as an agent of the school.

## Service Provider's Obligations

- All personnel deployed should be suitably instructed, trained and qualified and must be fully aware of the characteristics of each route. The Service Provider should ensure that each driver is trained in each of the following areas
  - driving skills;
  - customer care;
  - emergency procedures, fire safety and vehicle evacuation;
  - first aid;
  - safeguarding
- Any personnel involved in the driving of the vehicles should have a current full driving licence applicable to the vehicle they are driving, with no more than 6 penalty points endorsed. The Service Provider should ensure that all personnel involved in the provision of the services abide by all conditions on medical fitness imposed by the DVLA or other relevant licensing authority.
- Personnel must at all times be clean, presentable and properly dressed suitable for the performance of the services and the reasonable sensitivities of service users.
- The Service Provider's recruitment policies must ensure that all personnel are suitable in competence, temperament and attitude and should be fully aware of the obligations under the contract as it affects them in the performance of their tasks.
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- All personnel must treat service users with courtesy, fairness and respect at all times and avoid inappropriate behaviour towards any pupils. The school reserves the right to request immediate removal of any driver if they display attitudes of behaviour that indicate that they are unsuitable to work with children or act in a manner likely to discredit the school.
- The Service Provider will perform the Service in such a way to promote the safe, efficient and professional delivery of the Service and so as not to cause damage to the public perception of the Service and the reputation of the school.
- The performance of this service involves contact with children which requires personnel involved to have a satisfactory Disclosure and Barring Service (DBS) clearance. Personnel employed are exempt from the provisions of the Rehabilitation of Offenders Act 1974. If a person discloses any conviction or is found to have convictions following the results of a DBS Enhanced check the school must be informed and the person cannot be deployed without the school's prior written consent.
- Any concern raised about the conduct of any personnel may be investigated through the formal process established by the Dorset Safeguarding Children Board with may include reference to the Police and/or other licensing authorities and may result in the suspension of the personnel from all services whilst investigation is conducted.
- The Service Provider, on becoming aware that any of its personnel has been convicted of or has a case pending in criminal court, received a police caution, been bound over by a court or become liable to pay a motoring penalty, must immediately inform the school. Service Providers must have a procedure in place for reviewing the status of any convictions or points on their drivers' licences regularly or at least once per year.
- Drivers are expected to have a suitable level of Safeguarding training in line with the Dorset Children's Safeguarding Board and hold an Emergency First Aid certificate.
- The driver is not permitted to encourage or promote extremism or terrorism or allow access to or the dissemination of information in any form relating to extremism or terrorism which may cause breach of any duty under the Counter-Terrorism and Security Act 2015 or guidance issued pursuant to that Act.
- The Service Provider will comply with the requirements of the Health and Safety at Work Act 1974 and all other Acts, orders, regulations and codes of practice relating to health and safety which may apply to the performance of the Services.
- The Service Provider will promptly notify the school of any health and safety hazards or incident which causes personal injury or damage which may arise in connection with their service.
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- The school will be empowered to suspend the provision of the Service in event of non-compliance by the Service Provider with its legal duties in health and safety matters.
- The Service Provider will hold, at its own expense, a valid policy or policies of public liability insurance with a minimum level of indemnity of £5 million for any one claim.
- The Service Provider will hold a valid policy or policies of employer's liability insurance with a minimum level of indemnity of £10 million for any one claim.
- The Service Provider will hold a valid policy or policies of motor vehicle insurance to cover all liabilities to third parties arising from the use of Vehicles in connection with the performance of the Service.
- The Service Provider warrants, represents and undertakes that it has full capacity and authority and all necessary consents, licences and permits to enter into and perform this Contract and the Contract is executed by a duly authorised representative of the Service Provider.
- Each Party, its Personnel or any other person associated with either Party shall keep confidential the terms of the Contract and any and all Confidential Information that it may acquire in relation to any other party including the Service User.
- Both Parties will observe their obligations under the Data Protection Act 1998 which arise in connection with the Contract.
- The Service Provider acknowledges that the school is subject to the requirements of the Freedom of Information Act 2000 and shall assist and co-operate (at the Service Provider's expense) to enable it to comply with its information disclosure requirements.
- The Service Provider will not unlawfully discriminate in the provision of the Services either directly or indirectly on such grounds as race, colour, ethnic or national origin, culture and linguistic background, disability, gender or sexual orientation, pregnancy and maternity, gender reassignment, marriage and civil partnership, religion or belief or age and, without prejudice to the generality of the foregoing, will not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or other relevant legislation.

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## Service Provider's Vehicle and Equipment

- The vehicle provided must be well-presented, safe, secure, reliable and suitable for the route.
- The vehicle must be appropriately licensed and conform to all relevant standards set out in statute or licensing authority regulations.
- Any vehicle or equipment used in the provision of the services must comply with all the relevant legislative requirements in its construction, roadworthiness, licensing, insurance and use.
- Vehicles should be adequately heated and ventilated and kept in a clean and tidy condition and free from damage both internally and externally.
- The vehicle must carry the following emergency equipment in a visible and readily accessible position:
  - A fire extinguisher approved by the Chief Fire Officer, and regularly serviced in accordance with its recommendations
  - A first aid kit approved for PSV use
  - A hazard warning triangle to ECE R27 standard
  - A high-visibility vest for the personnel
  - A break glass hammer fitted both at the front and back of the vehicle is desirable
- Vehicles must be fitted with seatbelts. A 3 point seat belt or retractable lap belt in all forward and rearward facing seats and must meet either the British or European Standards, or equivalent is desirable. The seat belt must be correctly installed, in good working order and must display an approval mark. The seat belt anchorage must comply with European Directive 96/38/EC or UNECE Regulations 14.04 or 14.05.

## Operation of the Services

- Timely provision of the Services shall be of the essence and will be a condition of this Contract. The drivers should be punctual and allow sufficient travel time from one stop to the next and to stop at the agreed stops.
- The school should be informed of any changes to the route timetable
- The Service Provider should inform the school as soon as possible on the same day when the service is delayed significantly e.g. when a road has been closed due to a collision or where there is ongoing disruption to the school route in order that appropriate action can be taken.
- In the event of a breakdown, a suitable replacement vehicle shall be provided.

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- In the event of accident or fire affecting the vehicle, the driver must ensure the safety of the pupils as the top priority and to ensure that they are safe before attending to other duties.
- Any accident or incident which causes death, serious injury or serious damage must be reported to the school immediately with a written report submitted within 24 hours. In the case of minor incidents a written report must be provided within seven days.
- Where the pupils have been delayed from a trip organised by the school then the vehicle will be expected to wait for a maximum of 15 minutes.
- In adverse weather conditions, the decision whether to operate the route must be taken locally and the Service Provider will liaise with the school if there is any risk to the safe completion of the journey.
- If a decision is made to close the school early during unforeseen circumstances, every effort will be made to provide a vehicle without any additional charge.
- Where any vehicle is fitted with a CCTV system capable of recording images of passengers, such systems will only be operated in accordance with any requirements agreed with the school and with the Service Provider's obligations under this contract and the Data Protection Act 1998. Recorded images will be retained for a maximum period of one month and made available to the school on request to assist in the investigation of any complaint, incident or allegation.
- Drivers must be sufficiently rested before commencing duties to ensure that they do not pose a risk to the safe operation of their route and, where appropriate, comply with the Public Service Vehicle Driver's Hours regulations.
- Only one service user may be carried on each available seat.
- Drivers should use reasonable endeavours to ensure that all passengers are safely seated and wearing seatbelts throughout the journey. Any non-compliance with the driver's instructions must be reported to the school.
- Any behaviour problems involving pupils must be reported to the school as soon as reasonably practicable and will be dealt with in accordance with the school's procedures. Physical restraint should never be used on any service user, unless there is imminent danger of serious harm to them or another person.
- If a pupil causes damage to the vehicle which is not the result of any fault of the Service Provider, full details regarding the damage and the circumstances must be supplied to the school as soon as possible and prior to any arrangements for repair or valeting being made.

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## Variation of the Services

- Due to the long-term nature of this contract it means that changes to the services may be required during the contract period.
- Reasonable notice will be deemed to have been given if it is either:
  1. One month's notice for changes which the school considers will result in more or less staff being required or significantly more costs being incurred by the Service Provider; or
  2. One full working days' notice in any other case.
- In event of a service variation the contract price may also be varied which shall be agreed by both the school and the Service Provider.

## Communications

- Service Providers shall provide the school with contact details of relevant officers within their organisation to facilitate communication between various parties involved in the service.
- Service Providers shall establish effective communications with schools to resolve any day-to-day issues, such as behaviour on transport, late or cancelled routes and adverse weather.
- Service Providers must inform the school of any issues that involve the Police or could be considered a safeguarding risk.

## Comments and Complaints

- The school will inform the Service Providers of all relevant comments and complaints received. The Service Provider shall inform the school in writing of any relevant comment about its service that it directly receives.
- The Service Provider should deal with complaints promptly, courteously and efficiently. If the Service Provider is investigating or dealing with any complaint, the school will not intervene or carry out separate investigations unless it reasonably considers the Service Provider's action is inadequate.

## Pricing Schedule

- Fixed daily prices to be established for each year which is based on 190 days per academic year. The price will be deemed inclusive of all costs, expenses and overheads of any kind incurred by the Service Provider except VAT. For any services subject to VAT the amount of VAT will be added to the Contract Price by the Service Provider and paid by the school.

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- Invoices shall be submitted once per month after the last working day of the month.
- Payments will be made in sterling and by BACs and will be made within 30 days of receipt of the correct invoice.
- Any additional mileage costs must be agreed by the school before an invoice is submitted.

## Termination

- This Contract shall terminate without the requirement for notice on the expiry of the Contract Period.
- In event of cancellation of the contract mid-term a notice period must be given by either party of a minimum of four months.
- The school may terminate this Contract immediately if it considers that continuation would give rise to a serious risk to the health or well-being of one or more Service Users or the Service Provider commits a serious breach of the terms and conditions.
- Following this immediate termination by the school the Service Provider will be entitled to such proportion of the Contract price as represents a fair and reasonable value of that part of the Services carried out up to the date of termination provided that the school reserves the right to deduct from any such sum the amount of any claim the school may have in respect of the breach and/or failure by the Service Provider to perform its obligations under the contract.
- The school will not in any circumstances be liable to the Service Provider for any losses or expenses arising out of termination or suspension and no payment will be due from the school under this Contract during any period of suspension.

## Law and Jurisdiction

- This Contract will be governed by and construed in accordance with English Law and each Party agrees to submit to the exclusive jurisdiction of the English courts
- This Contract is binding on the school and Service Provider, their successors and assignees.

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