

Dated

03/09/2025

PENAIR SCHOOL

- and -

HOPLEY'S COACHES LIMITED

AGREEMENT

relating to

THE PROVISION

of

THE SCHOOL TRANSPORT SERVICE FOR 2025/2026 ACADEMIC YEAR

THIS AGREEMENT is made on the 3rd day of September 2025

BETWEEN:

- (1) PENAIR SCHOOL** incorporated and registered in England and Wales with company number 07557657 whose registered office is at Penair School, St Clement, Truro, Cornwall, TR1 1TN (**“the School”**); and
- (2) HOPLEY’S COACHES LIMITED** incorporated and registered in England and Wales with company number 05506733 whose registered office is at Gover Farm, Gover Hill, Mount Hawke, Truro, TR4 8BH (**“the Service Provider”**)

BACKGROUND:

- (a) The School advertised an Invitation to Tender for the supply of a school transport service for the 2025/2026 academic year.
- (b) The Service Provider submitted a tender on 20 June 2025.
- (c) On the basis of the Service Provider’s tender the School selected the Service Provider to enter into this Agreement.
- (d) The Service Provider has agreed to enter into this Agreement with the School for the provision of Services;

NOW IT IS HEREBY AGREED AS FOLLOWS:

- (1)** The Service Provider shall provide the Services in accordance with the attached Conditions.

CONTRACT PARTICULARS

| <i>Clause Reference</i> | | |
|-------------------------|--------------------------------|---|
| 1.1.5 | Commencement Date | 3 September 2025 |
| 1.1.16 | Expiry Date | 17 July 2026 |
| 7 | Authorised Officer | Name: James Davidson (Headteacher) Address: Penair School, St. Clement, Truro, TR1 1TN Telephone: 01872 274737 Email: jdavidson@penair.cornwall.sch.uk |
| 8 | Contract Manager | Name: Robert Hopley Address: Gover Farm, Gover Hill, Truro Cornwall Telephone: 01872 553756 Email: info@hopleyscoaches.com |
| 17.3 (i) | Employer's Liability Insurance | £15 million |
| 17.3 (ii) | Public Liability Insurance | £10 million |
| 17.3 (iii) | Motor Vehicle Insurance | £5 million |

Signed by or on behalf of the
School:



Signed by or on behalf of the
Service Provider:

Hopley's Coaches Limited



SCHOOL TRANSPORT SERVICE
CONDITIONS OF CONTRACT

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1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the following provisions shall have the meanings given to them below:
- 1.1.1 “Agreement” or “Conditions” means this written agreement between the School and the Service Provider consisting of these Clauses and any attached Schedules, the Invitation to Tender and the Tender (whether accepted in whole or in part and including any tender conditions imposed by the School);
- 1.1.2 “Approval” means the written consent of the School;
- 1.1.3 “Authorised Officer” means the person stated in the Contract Particulars or any other representative authorised to act on their behalf;
- 1.1.4 “Commencement Date” means the date stated in the Contract Particulars;
- 1.1.5 “Confidential Information” means any information which has been designated as confidential by either Party in writing (including by the Service Provider as "Commercially Sensitive Information") or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of either Party and all personal data and sensitive data within the meaning of the Data Protection Legislation;
- 1.1.6 “Consents” means all permissions, consents, approvals, certificates, permits, licences, agreements and authorities (whether statutory, regulatory or otherwise) necessary for the provision of the Services;
- 1.1.7 “Contract” means the Agreement;
- 1.1.8 “Contract Manager” means the person appointed by the Service Provider to manage the delivery of the Services;
- 1.1.9 “Contract Particulars” means the particulars in the Agreement and there described as such, including entries made by the Parties;
- 1.1.10 “Contract Period” means the period starting on the Commencement Date and continuing until the Expiry Date as stated in the Contract Particulars unless the Agreement shall be terminated as provided in these Clauses;
- 1.1.11 “Contract Price” means the price payable to the Service Provider by the School under the Agreement, as set out at Schedule 2, for the full and proper performance by the Service Provider of its obligations under the Agreement;
- 1.1.12 “Data Controller” is as defined in the Data Protection Legislation;
- 1.1.13 “Data Processor” is as defined in the Data Protection Legislation;
- 1.1.14 “Data Protection Legislation” means the DPA, the GDPR, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable Laws and

regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

- 1.1.15 "Default" means any breach of the obligations of the Service Provider under this Agreement (including a material breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Service Provider or its Staff in connection with or in relation to the subject matter of this Agreement and in respect of which the Service Provider is liable to the School;
- 1.1.16 "Default Notice" means a notice from the School to the Service Provider as more particularly described in Clause iii);
- 1.1.17 "DPA" means the Data Protection Act 2018;
- 1.1.18 "EIR" means the Environmental Information Regulations 2004;
- 1.1.19 "Expiry Date" means the date stated in the Contract Particulars;
- 1.1.20 "FOIA" means the Freedom of Information Act 2000;
- 1.1.21 "GDPR" means the General Data Protection Regulation (GDPR) (EU) 2016/679;
- 1.1.22 "Invitation to Tender" means an invitation for the Service Provider to bid for the Services required by the School;
- 1.1.23 "Laws" means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body;
- 1.1.24 "Party/Parties" means the School or the Service Provider or both the School and the Service Provider;
- 1.1.25 "Personal Data" is as defined in the Data Protection Legislation;
- 1.1.26 "Pricing Schedule" means the Schedule containing details of the Contract Price(s);
- 1.1.27 "Pupils" means the school children or students referred to in this Agreement;
- 1.1.28 "Quality Standards" means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Service Provider would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification;
- 1.1.29 "Schedules" means those documents accompanying the Agreement which provide additional information and instructions in relation to the performance of the Services;
- 1.1.30 "Services" means the services to be provided by the Service Provider in accordance with the Specification annexed or included in the Invitation to Tender and any subsequent variation to the Services as agreed between the Parties;

- 1.1.31 "Specification" means the requirement of the School for the provision of the Services as set out in Schedule 1;
- 1.1.32 "Staff" means any person employed by the Service Provider to provide any part of the Services;
- 1.1.33 "Tender" means the Service Provider's response to the Invitation to Tender (and any subsequent clarifications) and written offer to perform the Services;
- 1.1.34 "Variation Notice" means a notice served in accordance with Clause 33;
- 1.1.35 "Variation" means a variation to this Agreement or to the Services, made in accordance with Clause 33;
- 1.1.36 "VAT" means Value Added Tax; and
- 1.1.37 "Working Days" means any day other than a Saturday, Sunday or public holiday in England and Wales.
- 1.2 The interpretation and construction of this Agreement shall be subject to the following provisions:
 - 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - 1.2.2 words importing the masculine include the feminine and the neuter;
 - 1.2.3 reference to a Clause is a reference to the whole of that Clause unless stated otherwise;
 - 1.2.4 reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
 - 1.2.5 reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
 - 1.2.6 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"; and
 - 1.2.7 headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement.

2 TERM OF THIS AGREEMENT

- 2.1 This Agreement will start on the Commencement Date and will continue to apply until the Expiry Date, unless terminated earlier in accordance with the provisions of this Agreement which permit earlier termination.

3 SERVICE PROVIDER'S STATUS

- 3.1 At all times during the Contract Period the Service Provider shall be an independent Service Provider and nothing in the Agreement shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither

Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Agreement.

4 SCHOOL'S OBLIGATIONS

- 4.1 Save as otherwise expressly provided, the obligations of the School under the Agreement are obligations of the School in its capacity as a contracting counterparty and nothing in the Agreement shall operate as an obligation upon, or in any other way fetter or constrain the School in any other capacity, nor shall the exercise by the School of its duties and powers in any other capacity lead to any liability under the Agreement (howsoever arising) on the part of the School to the Service Provider.

5 NOTICES

- 5.1 Any notice or other communication under this Agreement must be in writing and can only be sent by:
- i) pre paid post; or
 - ii) recorded delivery post; or
 - iii) personal delivery; or
 - iv) email or E-enabled technology, as agreed in writing in advance by the School.
- 5.2 For the purposes of sending notices the School's contact details are set out in the Contract Particulars. All notices and communications must be sent to the Authorised Officer.
- 5.3 For the purposes of sending notices the Service Provider's contact details are set out in the Contract Particulars. All notice and communications must be sent to the Contract Manager.
- 5.4 If either Party's contact details change, it must notify the other Party in accordance with this Clause 5.
- 5.5 Subject to Clauses 5.2 and 5.3 (above), all notices and communications shall be deemed to have been served:
- i) if posted first class, 3 Working Days after the date when posted; or
 - ii) if posted second class, 6 Working Days after the date when posted; or
 - iii) if personally delivered or emailed or via e-enabled technology, on the date of delivery.
- 5.6 Notwithstanding Clause 5.5, if by applying its provisions a notice is deemed to have been served on a day which is not a Working Day or it is not received between the hours of 9am to 5pm on a Working Day then it shall be deemed to have been served on the next immediately following Working Day.
- 5.7 This Clause 5 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6 CONFLICTS OF INTEREST

- 6.1 The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any Staff are placed in a position where, in the reasonable opinion of the School, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the School under the provisions of the Agreement. The Service Provider will disclose to the School full particulars of any such conflict of interest which may arise.
- 6.2 The School reserves the right to terminate the Agreement immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the

School, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider or its Staff and the duties owed to the School under the provisions of the Agreement. The actions of the School pursuant to this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the School.

7 AUTHORISED OFFICER

- 7.1 The School shall appoint the Authorised Officer as a principal contact in respect of its rights and powers under this Agreement. This will not limit in any way any other of the School's rights or obligations.
- 7.2 Details of the person the School has appointed to act as Authorised Officer from the Commencement Date (his telephone number, fax number, e-mail address and postal address) are set out in the Contract Particulars.
- 7.3 All notifications of changes under this Clause will be made in accordance with Clause 5 (Notices).

8 CONTRACT MANAGER

- 8.1 The Service Provider shall appoint the Contract Manager to be a principal contact in respect of the Service Provider's rights and powers under this Agreement.
- 8.2 Details of the person the Service Provider has appointed to act as Contract Manager from the Commencement Date (his telephone number, fax number, e-mail address and postal address) are set out in the Contract Particulars.
- 8.3 All notifications of changes under this Clause should be made in accordance with Clause 5.

9 SERVICE STANDARD

- 9.1 For the duration of the Agreement, the Service Provider will comply with all the requirements for the provision of the Services as set out in the Agreement.
- 9.2 In providing the Services the Service Provider will:
 - 9.2.1 observe all requirements of the Agreement at all times when discharging its obligations under the Agreement and in all cases and at all times in performing those activities required by the Specification observe appropriate standards of professional behaviour in relation to its roles and responsibilities;
 - 9.2.2 comply with any and all codes of practice, performance ratings and quality standards that are set out in this Agreement or that are issued to the Service Provider as part of an agreed Variation Notice;
 - 9.2.3 comply with all Laws relevant to the Agreement and which apply to the Services
 - 9.2.4 obtain, maintain and comply with all Consents;
 - 9.2.5 allocate sufficient resources (including emergency cover) to provide the Services in accordance with the terms of this Agreement;

- 9.2.6 make suitable arrangements so that matters concerning this Agreement can be discussed with the Authorised Officer between 8am and 5pm on Working Days and out of hours contact arrangements are put in place for emergencies; and
- 9.2.7 assist the School in the investigation of complaints, monitoring of this Agreement, disciplinary matters and claims where it is alleged that a Pupil or Pupils have damaged Service Provider's vehicle and similar matters.
- 9.3 The Service Provider's failure to comply with this Clause can be regarded as a fundamental breach of this Agreement.

10 WARRANTIES & REPRESENTATIONS

- 10.1 The Service Provider warrants and represents to the School that:
 - 10.1.1 it has full capacity and authority and all necessary Consents to enter into and to perform its obligations under this Agreement;
 - 10.1.2 this Agreement is executed by a duly authorised representative of the Service Provider;
 - 10.1.3 in entering into this Agreement all information, statements, representations contained in its Tender are true, accurate and not misleading and it shall promptly notify the School of any fact, matter or circumstance of which it may become aware during the term of this Agreement;
 - 10.1.4 it has examined the Agreement and has satisfied itself as to the correctness and sufficiency of its Tender to cover all its obligations under the Agreement and obtained all information required to enable it to fulfil its obligations;
 - 10.1.5 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of its knowledge and belief pending or threatened against it or any of its assets that shall or might affect its ability to perform the obligations under this Agreement; and
 - 10.1.6 it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Agreement.

11 SERVICE PROVIDER'S STAFF & DISCLOSURE BARRING SERVICE DISCLOSURES

- 11.1 The Service Provider shall procure that in respect of its Staff or all potential Staff before a member of Staff begins to perform any of the Services:
 - 11.1.1 each member of Staff is questioned as to whether he or she has any convictions;
 - 11.1.2 the results are obtained of a disclosure of the most extensive available kind made with the Disclosure Barring Service in accordance with Part V of the Police Act 1997 in respect of each member of Staff; and
 - 11.1.3 the disclosures referred to in Clause 11.1.2 must be renewed at such intervals as directed by the School for each member of permanent Staff and agency Staff. It is the School's intention not to renew such disclosures on a more frequent than three 3 year basis (or agency Staff one 1 year basis). Any request for renewal will be made by the School in writing.
- 11.2 The Service Provider shall obtain written consent of the Staff referred to in 11.1 to enable the Service Provider to pass the disclosures to the School.
- 11.3 The Service Provider shall procure that no person who discloses any convictions, or who is found to have any convictions following the results of a Disclosure Barring Service disclosure, is engaged by the Service Provider or on the Service Provider's behalf without Approval where that conviction is incompatible with the type of work being undertaken by the member of Staff in providing the Services.
- 11.4 The Service Provider shall procure that the School is kept advised at all times of any member of Staff who, subsequent to his/her commencement of employment as a member of Staff, receives a conviction or whose previous convictions become known to the Service Provider.
- 11.5 The Service Provider is responsible for procuring disclosures under Clause 11.1 and shall pay all costs associated with obtaining such disclosures directly.
- 11.6 The Service Provider will be responsible for carrying out a Risk Assessment for positive disclosures. This should be in the format of a Disclosure Barring Service ("DBS") Positive Disclosure Risk Assessment. A template of the same can be made available on request to the Service Provider by the School.
- 11.7 The Service Provider shall share the details of such risk assessment with the School.
- 11.8 The School and the Service Provider shall comply at all times with the DBS Code of Practice, and the School's own DBS Policy. Copies of these documents will be provided to the Service Provider on request, and may also be viewed on the School's website.
- 11.9 When requested by the School on reasonable grounds, the Service Provider will cease to use any member of Staff specified by the School for the provision of the Services.
- 11.10 The Service Provider shall ensure that every person engaged in the provision of the Services is at all times properly and sufficiently trained and instructed with regard to:
 - 11.10.1 the task or tasks that that person has to perform and the Service Specification;
 - 11.10.2 health and safety at work;

- 11.10.3 fire risks and fire precautions;
- 11.10.4 the need to observe the highest standards of courtesy and consideration;
- 11.10.5 the need to report to the School any situations which involve an injury or potential danger to any person during the provision of the Services; and
- 11.10.6 the need to take all reasonable steps to ensure the safety of Pupils when boarding or alighting from the vehicle and during transit.
- 11.11 The Service Provider shall ensure that every person engaged in the provision of the Services has attended, actively engaged with and successfully completed all appropriate training co-ordinated through the School as required in the Specification and within the timescales given. Staff will also need to complete refresher training where specified.
- 11.12 All drivers and passenger assistants shall be of neat and tidy appearance and have identity badges approved by the School, and shall wear these at all times whilst undertaking the Agreement.
- 11.13 The Service Provider shall ensure that its employees and agents are made aware of the School's Whistleblowing Policy and that the details of this policy are fully explained to them and the Service Provider shall provide the School with evidence of doing so upon request.
- 11.14 The Service Provider shall, and shall use reasonable endeavours to ensure that its employees, agents and subcontractors shall, at all times, act in a way which is compatible with the Convention Rights within the meaning of Section 1 of the Human Rights Act 1998.

12 STATUTORY REQUIREMENTS

- 12.1 The Service Provider shall ensure that all Staff and vehicles are licensed and insured in accordance with all Laws in respect of the Services to be undertaken and make available to the School relevant documentation.
- 12.2 Vehicles and drivers shall be licensed in accordance with PSV, Section 19, District Council Hackney Carriage or Private Hire Vehicle regulations. In circumstances where Services could be undertaken legally outside the licensing regulations, such licences will nevertheless be required for this Agreement. For the avoidance of doubt 'School only' taxi plates will not be acceptable for the purposes of this Agreement.
- 12.3 The Service Provider shall ensure all vehicles are maintained in a clean, safe and roadworthy condition, conforming with all statutory requirements and Laws in respect of the Services to be undertaken.
- 12.4 Failure by the Service Provider to comply with its obligations under this Clause may be regarded as a fundamental breach of this Agreement.
- 12.5 The Service Provider shall comply with any local bye-laws relating to such Services.
- 12.6 The Service Provider shall immediately inform the School of any summons on the Service Provider, or the Staff thereof, to appear in a Magistrates Court or before the Traffic Commissioners.

13 CONTRACT PRICE

- 13.1 In consideration of the Service Provider's performance of its obligations under the Agreement, the School shall pay the Contract Price in accordance with Clause 15 (Payment).
- 13.2 The School shall, in addition to the Contract Price and following receipt of a valid VAT invoice, pay the Service Provider a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Agreement.

14 COMPLAINTS

- 14.1 The Service Provider shall notify the School of any complaint within 2 Working Days of becoming aware of any complaint and such notice shall contain full details of the Service Provider's plans to resolve such complaint and without prejudice to any rights and remedies which the School may have under this Agreement, the Service Provider shall use its best endeavours to deal with the complaint fully, expeditiously and fairly.

15 PAYMENT

- 15.1 The School shall pay all sums due to the Service Provider within 30 days on receipt of a correct invoice in accordance with Clause 15.4, submitted monthly in arrears, and upon the confirmation by the Authorised Officer that the Service(s) have been provided to the School's satisfaction.
- 15.2 No payment shall be made by the School when the School is closed, except as referred to in Schedule 1.
- 15.3 No payment shall be made by the School when no Services are required and the Service Provider has been notified in advance.
- 15.4 The Service Provider shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the School to substantiate the invoice, including the Invoice Verification Form signed by the school or college. A template Invoice Verification Form can be made available to the Service Provider by the School on request.
- 15.5 The Service Provider shall indemnify the School on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on the School at any time in respect of the Service Provider's failure to account for or to pay any VAT or any similar or equivalent tax relating to payments made to the Service Provider under the Agreement in the event that VAT or any similar or equivalent tax in respect of the Services should be payable. Any amounts due under this Clause shall be paid by the Service Provider to the School not less than 5 Working Days before the date upon which the tax or other liability is payable by the School.

16 RECOVERY OF SUMS DUE

- 16.1 If the Service Provider owes the School money under this Agreement, then the School may set off any such sum against any money it subsequently owes to the Service Provider under this Agreement.

17 INSURANCE

- 17.1 For as long as this Agreement is in force the Service Provider must take out and maintain as a minimum the insurances set out in Clause 17.3 in respect of all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of this Agreement, including but not limited to death, personal injury, loss or damage to property or any other loss. The Service Provider must also ensure that any of its sub-contractors who are providing any or all of the Services on its behalf take out and maintain equivalent insurances, as a minimum.
- 17.2 All insurances must be taken out and maintained with a reputable insurance company.
- 17.3 The insurances referred to in Clause 17.1 are as follows:
- i) Employer's liability insurance with a limit of indemnity of not less than those stated in the Contract Particulars for each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements;
 - ii) public liability insurance with a limit of indemnity of not less than those stated in the Contract Particulars for each and every claim, act or occurrence or series of claims, acts or occurrences;
 - iii) motor vehicle insurance which, at a minimum, protects the Service Provider against third party claims (including claims by Pupils being carried) which arise from or are caused by the execution of this Agreement; and
 - iv) any other insurance required by law.
- 17.4 The Service Provider must provide the School with a copy of the policy schedule for the insurances referred to in Clause 17.3 at the School's request together with evidence that the insurances are in force.
- 17.5 If the School is of the opinion (acting reasonably) that any of the policies of insurance do not provide sufficient cover to comply with Clause 17.3, the Service Provider must rectify (or if applicable, ensure that the sub-contractor rectifies) the position immediately.
- 17.6 If, for whatever reason the Service Provider fails to give effect to and maintain the insurances referred to in Clause 17.3, the School may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.
- 17.7 The terms of any insurance pursuant or the amount of cover shall not relieve the Service Provider from any liabilities under this Agreement.

18 VEHICLES AND EQUIPMENT

- 18.1 The Service Provider shall be required to use the vehicles as detailed in the Service Specification by the School for the provision of the Services. Any changes to the number, type or seating capacity of vehicles used to provide the Services must be agreed in advance with the School. The Service Provider shall ensure that Seating capacity must be sufficient for the provision of this Agreement.
- 18.2 The Service Provider shall provide in the vehicle a mobile telephone (or equivalent means of communication) to permit effective means of communication with the driver in the event of a breakdown, accident or other emergency.

- 18.3 Pupils are not to be conveyed in any sideways facing seat.
- 18.4 The School may require the Service Provider, at its own expense, to submit the vehicle for inspection by the School. The School may from time to time conduct random checks on vehicles.
- 18.5 The School shall be the exclusive hirer of any vehicle during the time that it is used to carry out the Services under the Agreement unless prior written agreement has been reached.
- 18.6 Where the Service Specification indicates the carriage of Pupils in their wheelchairs or in special seats, the Service Provider will be required to comply with the relevant code of practice and Laws.
- 18.7 The Service Provider will be required to comply with national regulations on the fitting of seat belts on all vehicles. For vehicles with 9 or more seats, the Service Provider will ensure all seat belt installations shall have undergone an installation inspection and the vehicle shall hold an appropriate current PSV Test Certificate specifying the number of inspected seat belted passenger seats. All seat belts and anchorage points must meet EC defined standards.

19 LIABILITIES AND INDEMNITIES

- 19.1 Subject to Clause 19.2, the Service Provider shall indemnify and keep indemnified the School against all liabilities, costs, expenses, damages and losses incurred by the School arising out of or in connection with:
- 19.1.1 the Service Provider's breach or negligent performance or non-performance of this Agreement;
- 19.1.2 any claim made against the School arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Service Provider or its Staff; and
- 19.1.3 enforcement of this Agreement.
- 19.2 The indemnity under Clause 19.1 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the School are directly caused (or directly arise) from the negligence or breach of this Agreement by the School.

20 EQUALITIES ACT COMPLIANCE

- 20.1 The Service Provider as an employer and provider of the Services shall take all reasonable steps to ensure elimination of all forms of discrimination in relation to gender, gender identity, religion, belief, race, disability, age and sexual orientation and protected characteristics in both its employment practice and in its delivery of the Services in accordance with an established equal opportunities policy, which policy shall include effective monitoring.
- 20.2 In complying with its obligations under Clause 20.1, the Service Provider shall have due regard to the School's Equality Scheme, a copy of which can be made available on request, and the Service Provider shall ensure compliance with its obligation under:
- 20.2.1 the Equality Act 2010;
- 20.2.2 the Equality and Human Rights Commission's Guidance for Employers;

and all amendments, re-enactments, or any subsidiary legislation, enactments, regulations, codes of practice or guidance issued or in force during the Contract Period.

- 20.3 The Service Provider shall take all reasonable steps to secure the observance of Clause 20 by servants, employees or agents of the Service Provider and all suppliers and sub-contractors employed in the execution of the Agreement.

21 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 21.1 Neither Party intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Agreement.

22 BRIBERY AND CORRUPTION

- 22.1 The School shall be entitled to immediately terminate this Agreement and to recover from the Service Provider the amount of any loss resulting from such termination if the Service Provider shall:-

- i) have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, or for having done, or refrained from doing any action in relation to the obtaining for execution of this Agreement or any other agreement with the School; or
- ii) for showing, or forbearing to show, favour or disfavour to any person in relation to this Agreement or any other agreement with the School or if any like acts shall have been done by any person employed by the Service Provider, or acting on the Service Provider's behalf (whether with or without the knowledge of the Service Provider); or
- iii) if in relation to any agreement with the School, the Service Provider, or any person employed by the Service Provider or acting on the Service Provider's behalf shall have committed any offence under the Bribery Act 2010, or any amendment of them; or
- iv) shall have given any fee or reward the receipt of which is an offence under the Bribery Act 2010, or any amendment of them.

- 22.2 Both Parties shall not offer or give or agree to give any representative of the other Party any gift or consideration of any kind as an inducement or reward for doing or refraining from doing any act in relation to this or any other Agreement or for showing favour or disfavour to any person in relation to this Agreement.

- 22.3 Any dispute relating to:

- i) the interpretation of Clause 22; or
- ii) the amount or value of any gift, consideration or commission,

shall be determined by the School and the decision shall be final and conclusive.

23 DATA PROTECTION

- 23.1 The Service Provider shall (and shall procure that any of its Staff involved in the provision of the Agreement shall) comply with any notification requirements under the Data Protection Legislation and both Parties shall duly observe all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

- 23.2 Notwithstanding the general obligation in Clause 23.1, where the Service Provider is processing Personal Data as a Data Processor for the School, the Service Provider shall

ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Data Protection Legislation; and

- 23.2.1 provide the School with such information as the School may reasonably require to satisfy itself that the Service Provider is complying with its obligations under the DPA;
- 23.2.2 promptly notify the School of any breach of the security measures required to be put in place pursuant to Clause 23.2; and
- 23.2.3 ensure it does not knowingly or negligently do or omit to do anything which places the School in breach of the School's obligations under the Data Protection Legislation.
- 23.3 The School and Service Provider shall comply with Schedule 3 (Processing, Personal Data and Data Subjects) in respect of Personal Data processing obligations. The Service Provider is processing Personal Data as a Data Processor for the School which acts as Data Controller.
- 23.4 The provisions of this Clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

24 CONFIDENTIALITY

- 24.1 Subject to Clause 24.2, the Parties shall keep confidential the Confidential Information of the other Party all matters relating to this Agreement and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating thereto.
- 24.2 Clause 24.1 shall not apply to any disclosure of information:
 - 24.2.1 where a Party can demonstrate that such information is already in the public domain other than as a result of a breach of Clause 24.1;
 - 24.2.2 required by any Law, provided that Clause 25 shall apply in respect of any disclosures required under the FOIA or the EIR;
 - 24.2.3 to enable a determination to be made under Clause 32 (Dispute Resolution);
 - 24.2.4 which is already lawfully in the position of the receiving Party prior to disclosure by the disclosing Party, and the disclosing Party is not under any obligation of confidence in respect of that information; and
 - 24.2.5 by the School to any regulator, agency or government department provided that the School informs the recipient of any duty of confidence owned in respect of such information.

25 FREEDOM OF INFORMATION

- 25.1 Notwithstanding the provisions of this Clause 25, the Service Provider understands that the School is a public authority to which the FOIA and the EIR applies and shall co-operate with and provide assistance to the School at its own cost in enabling the School to comply with the FOIA and the EIR relating to disclosure of information arising from the performance of the Services.

- 25.2 All requests to the Service Provider for information in relation to the FOIA and the EIR must be passed without delay, with the Service Provider's opinion on disclosure in accordance with the provisions of the FOIA and the EIR to the School for a decision to be made as to whether disclosure of such information should be made.
- 25.3 The School shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other information:
- 25.3.1 is exempt from disclosure in accordance with the provisions of the FOIA and the EIR;
- 25.3.2 is to be disclosed in response to a request for information.
- 25.4 The Service Provider shall and shall procure that its sub-contractors shall:
- 25.4.1 transfer the request for information to the School as soon as practicable after receipt and in any event within 2 Working Days of receiving a request for information;
- 25.4.2 provide the School with a copy of all information in its possession or power in the form that the School requires within 7 Working Days (or such other period as the School may specify) of the School requesting that information; and
- 25.4.3 provide all necessary assistance as reasonably requested by the School to enable the School to respond to a request for information within the time for compliance set out in section 10 of the FOIA and the EIR;
- 25.4.4 in no event respond directly to a request for information unless expressly authorised to do so by the School.
- 25.5 The Service Provider acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the School may nevertheless be obliged to disclose Confidential Information in accordance with this Clause.
- 25.6 Both the FOIA and the EIR imposes time scales for compliance by the School. The Service Provider will ensure that the information requested is supplied to the School within sufficient time for the School to comply with the timescales set out in the FOIA and the EIR.
- 25.7 The Service Provider acknowledges that the School may (acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004) (Code)) be obliged under the FOIA or the EIR to disclose Information:
- 25.7.1 without consulting with the Service Provider; or
- 25.7.2 following consultation with the Service Provider and having taken its views into account, provided always that where Clause 25.7.1 applies the School shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advance notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.

26 AUDIT

- 26.1 The Service Provider shall keep and maintain until seven (7) years after the Expiry Date, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it, all expenditure reimbursed by the School, and all payments made by the School.

- 26.2 The Service Provider shall on request afford the School or the School's representatives such access to those records as may be requested by the School in connection with the Agreement.
- 26.3 The Service Provider shall provide the School or the School's representatives with all reasonable co-operation in respect of an audit including:
- 26.3.1 all information requested;
- 26.3.2 reasonable access to sites controlled by the Service Provider equipment and vehicles used in the provision of the Services; and
- 26.3.3 access to the Service Provider's Staff.
- 26.4 Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 26, unless the audit reveals a material default by the Service Provider in which case the Service Provider shall reimburse the School for the School's reasonable costs in relation to the audit.

27 WAIVER

- 27.1 If either Party fails to exercise or delays in exercising any right or remedy to which it is entitled under this Agreement or at law then this shall not constitute a waiver of any such right or remedy.
- 27.2 If either Party waives a Default on the part of the other then this shall not constitute a waiver of any future Default.
- 27.3 No waiver shall be effective unless it is:
- i) expressly stated to be a waiver;
 - ii) in writing; and
 - iii) signed by the Authorised Officer or Contract Manager as appropriate.

28 DEFAULTS

- 28.1 If the Service Provider commits a Default then the School will be entitled to serve on the Service Provider a Default Notice. This will be without prejudice to any other right or remedy which may be available to the School, either under this Agreement or at law.
- 28.2 If the School serves on the Service Provider a Default Notice which relates to a Default which can be corrected then on receiving such a Default Notice, the Service Provider will take the action specified in the Notice to correct matters, within the timescale set out, at its own cost.
- 28.3 If there is any disagreement between the Parties as to whether a Default has occurred and/or about the action required to be taken and/or the timescale within which the action is to be taken, then either of the Parties can refer the matter for resolution, in accordance with Clause 32 (Dispute Resolution).
- 28.4 If the Service Provider commits a material breach or fails to correct a Default within the timescale set out in the Default Notice, then the School will be entitled to terminate this Agreement with immediate effect pursuant to Clause 29.

29 TERMINATION

- 29.1 The School may terminate this Agreement by serving written notice on the Service Provider with effect from the date specified in such notice:
- 29.1.1 where the Service Provider commits a material breach of this Agreement and the Service Provider has not remedied the material breach to the satisfaction of the School within 10 Working Days, or such other longer period as may be specified by the School, after issue of a written notice specifying the material breach and requesting it to be remedied; or
- 29.1.2 the material breach is not, in the reasonable opinion of the School capable of remedy; or
- 29.2 For the purposes of Clause 29.1, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the School would otherwise derive from: (a) a substantial portion of this Agreement; or (b) any of the obligations set out in Clauses 10 (Warranties and Representations), 10 (Records and Audit Access), 11 (Service Provider's Staff and Disclosure and Barring Service Disclosures), 12 (Statutory Requirements), 17 (Insurance), 20 (Equalities Act Legislation), 22 (Bribery and Corruption), 23 (Data Protection), 24 (Confidential Information) 25 (Freedom of Information), 26 (Audit) and 34 (Subcontracting and assignment), 36 (Health and Safety).
- 29.3 Without affecting any other right or remedy available to it, the School may terminate this Agreement with immediate effect by giving written notice to the Service Provider if:
- 29.3.1 the Service Provider suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 29.3.2 the Service Provider commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for 25 or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Service Provider with one or more other companies or the solvent reconstruction of the Service Provider;
- 29.3.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Service Provider (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Service Provider with one or more other companies or the solvent reconstruction of the Service Provider;
- 29.3.4 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Service Provider (being a company);
- 29.3.5 the holder of a qualifying floating charge over the assets of the Service Provider (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 29.3.6 a person becomes entitled to appoint a receiver over the assets of the Service Provider or a receiver is appointed over the assets of the Service Provider;
- 29.3.7 the Service Provider (being an individual) is the subject of a bankruptcy petition or order;

- 29.3.8 a creditor or encumbrancer of the Service Provider attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Service Provider's assets and such attachment or process is not discharged within fourteen (14) days;
 - 29.3.9 any event occurs, or proceeding is taken, with respect to the Service Provider in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 29.3.1 to Clause 29.3.8 (inclusive);
 - 29.3.10 the Service Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 29.3.11 any warranty given by the Service Provider in Clause 10 of this Agreement is found to be untrue or misleading.
- 29.4 If the School terminate this Agreement under this Clause then:
- 29.4.1 the Service Provider will continue to provide the Services during the period of notice unless the School request otherwise;
 - 29.4.2 the School shall be entitled:
 - 29.4.2.1 to retain any monies owed to the Service Provider under this Agreement until the Service Provider has paid any monies owed to the School under this Agreement; or
 - 29.4.2.2 to deduct any such monies owed to the School under this Agreement from the monies owed to the Service Provider under this Agreement;

in either case without prejudice to the provisions of Clause 16 (Recovery of Sums Due).
 - 29.4.3 within thirty 30 Working Days of the date of termination or expiry of the Agreement, the Service Provider shall return or destroy at the request of the School any data, personal information relating to the School or its personnel or Confidential Information belonging to the School in the Service Provider's possession, power or control, either in its then current format or in a format nominated by the School, together with all other related documentation, and any other information and all copies thereof owned by the School.

30 SUSPENSION

- 30.1 Without prejudice to the School's rights to terminate the Agreement in Clause 29 (Termination), if a right to terminate this Agreement arises in accordance with Clause 29 (Termination), the School may suspend the Service Provider's right to receive provide the Services by giving notice in writing to the Service Provider. If the School provides notice to the Service Provider in accordance with this Clause 30, the Service Provider's appointment shall be suspended immediately for the period set out in the notice or such other period notified to the Service Provider by the School in writing from time to time.

31. FORCE MAJEURE AND NON-PERFORMANCE

- 31.1 If the School has to secure the services of an alternative service provider due to any non-performance by the Service Provider (other than through Force Majeure), the Service Provider will be liable to meet any additional costs incurred by the School in securing the alternative services.

- 31.2 If either Party fails to carry out its respective obligations under this Agreement as a result of Force Majeure then whichever Party is affected shall not be liable under this Agreement for any such failure.
- 31.3 Clause 31.2 is subject to the proviso that whichever Party is affected shall have given the other notice that such failure is the result of Force Majeure within 10 Working Days of such failure occurring. If notice is not given in accordance with this Clause then the failure may be regarded as simply non-performance.
- 31.4 If an event of Force Majeure occurs then the School shall meet with the Service Provider to discuss how best the Service Provider can continue to provide the Service until the Force Majeure event ceases, which may include the Service Provider subcontracting.
- 31.5 In this Clause Force Majeure means any circumstance not within a Party's reasonable control including:
- 31.5.1 acts of God, flood, drought, earthquake or other natural disaster;
- 31.5.2 epidemic or pandemic;
- 31.5.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 31.5.4 nuclear, chemical or biological contamination or sonic boom;
- 31.5.5 Any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
- 31.5.6 collapse of buildings, fire, explosion or accident; and
- 31.5.7 any labour or trade disputes, strikes, industrial action or lockouts (other than by the staff of the Party seeking to rely on the Force Majeure or those of its subcontractors).
- 31.6 In the event that a Party is prevented from carrying out its obligations under the Agreement by any act of Force Majeure which continues for a period of 30 days, the other Party may terminate the Agreement by notice in writing giving 7 days' notice.

32 DISPUTE RESOLUTION

- 32.1 If there is a dispute between the Service Provider and the School concerning the interpretation or operation of this Agreement, then either Party may notify the other in writing that it wishes the dispute to be referred to a meeting of the Authorised Officer and the Contract Manager to resolve, negotiating on the basis of good faith.
- 32.2 If after 20 Working Days (or such longer period as both Parties may agree) of the date of the notice referred to in Clause 32.1, the dispute has not been resolved then either Party may notify the other that it wishes the dispute to be referred to a meeting of a Chief Officer of the School, (or a person appointed by the Chief Officer to act on their behalf) and a Chief Executive (or equivalent) of the Service Provider, to resolve, negotiating on the basis of good faith.
- 32.3 If after 10 Working Days (or such longer period as both Parties may agree) of the date of the notice referred to in Clause 32.2, the dispute has not been resolved then either Party may notify the other that it wishes to attempt to settle the dispute by mediation, in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation

Procedure 2001 (the 'Model Procedure') or such later edition as may be in force from time to time.

- 32.4 If the School and the Service Provider do not agree on the identity of the Mediator then either Party may request CEDR to appoint one.
- 32.5 Any agreement the Parties reach as a result of mediation shall be binding on both of them, as set out in the Model Procedure, but if the dispute has not been settled by mediation within 10 Working Days of the mediation starting then either Party may commence litigation proceedings (but not before then).
- 32.6 The use of the dispute resolution procedures set out in this Clause 32, (Dispute Resolution) shall not delay or take precedence over the provisions for termination set out in Clause iii) (Defaults) and Clause 29 (Termination).

33 VARIATIONS

- 33.1 A variation to this Agreement shall only be valid if it has been agreed in writing by both Parties.
- 33.2 If either Party wishes to vary this Agreement then it shall serve on the other a Variation Notice which shall set out the nature of the variation sought and the reasons for it.
- 33.3 If either Party receives a Variation Notice then it shall notify the other in writing whether or not it agrees to the variation and if not, the reasons for it.
- 33.4 If the School serves a Variation Notice under this Clause 33, and is unable to implement the intended variation because the Service Provider has not agreed to it and the School and the Service Provider are unable to resolve their concerns, then either Party will be entitled to give notice to the other terminating this Agreement or its application to the Service which is the subject of the School's Variation Notice.
- 33.5 If the School serves a Variation Notice under this Clause 33 that would require an amendment in costs to the Service Provider then the Contract Price will be adjusted to reflect the change in costs, provided always that such adjustment, either increase or decrease, is justified in the absolute opinion of the Authorised Officer.
- 33.6 Variations to the route as defined in the Service Specification may be changed by the School due to changes in passengers, addresses or other reasons. Where the normal one-way journey for a route is increased or decreased by:
- less than 3 miles, there will be no change to the price payable to the Service Provider for that route;
 - more than 3 miles, the Contract Price will be increased or decreased by negotiation.
- 33.7 The normal one-way journey in Clause 33.6 refers to the distance between the first passenger pick up point and the last passenger drop off point (normally home and school addresses).

34 SUBCONTRACTING AND ASSIGNMENT

- 34.1 The School shall be entitled to novate, assign or otherwise dispose of any or all of its rights or obligations under this Agreement without the prior written consent of the Service Provider.

- 34.2 The Service Provider shall not transfer or assign directly or indirectly to any person or persons whatever any portion of this Agreement, without written permission given on behalf of the School by the Authorised Officer.
- 34.3 The Service Provider may arrange short term cover for the Services in cases of emergency, subject to obtaining the prior agreement of the School as to the suitability of the arrangements. In any instance of emergency cover it remains the responsibility of the Service Provider to ensure that the Services are provided in accordance with all terms of the Agreement.
- 34.4 Where the Service Provider fails to provide the Services, the School may arrange coverage and any cost so incurred, including an administration fee, will be charged to the Service Provider.

35 MONITORING OF THE SERVICES

- 35.1 The Service will be monitored in accordance with the procedures and service standards referred to in the Specification.
- 35.2 The School may require the Service Provider to attend (at its own cost) performance meetings to review and discuss any performance issues as requested by the School from time to time. Any such meeting shall be held on reasonable notice and shall be attended by the Authorised Officer and Contract Manager.

36 HEALTH AND SAFETY

- 36.1 The Service Provider must comply with the requirements of the Health and Safety at Work etc Act 1974 insofar as they apply to the provision of the Services.
- 36.2 Failure by the Service Provider to comply with its obligations under this Clause 36 may be regarded as a fundamental breach of this Agreement.

37 TUPE

- 37.1 The Service Provider recognises that TUPE may apply in respect of this Agreement, and should they so apply that for the purposes of TUPE, the undertaking concerned (or any relevant part of the undertaking) shall transfer to the Service Provider on the commencement of full operations. At the termination and/or expiry of this Agreement the provision detailed below shall apply.
- 37.2 During the period of six months preceding the expiry of the Agreement or after the School has given notice to terminate the Agreement or the Service Provider stops trading, and within 20 Working Days of being so requested by the School, the Service Provider shall fully and accurately disclose to the School for the purposes of TUPE all information relating to its employees engaged in providing Services under the Agreement, in particular, but not necessarily restricted to, the following:
- 37.2.1 the total number of Staff whose employment with the Service Provider is liable to be terminated at the expiry of this Agreement but for any operation of law; and
- 37.2.2 for each person, age and gender, details of their salary, and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of employed Staff do not have to be given); and

- 37.2.3 full information about the other terms and conditions on which the affected Staff are employed (including but not limited to their working arrangements), or about where that information can be found; and
- 37.2.4 details of pensions entitlements, if any; and
- 37.2.5 job titles of the members of Staff affected and the qualifications required for each position.
- 37.3 The Service Provider shall permit the School to use the information for the purposes of TUPE and of re-tendering. The Service Provider will co-operate with the re-tendering of the Agreement by allowing the transferee to communicate with and meet the affected employees and/or their representatives.
- 37.4 The Service Provider agrees to indemnify the School fully and to hold it harmless at all times from and against all losses, actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under clause 37.2.
- 37.5 The Service Provider agrees to indemnify the School from and against all losses, actions, proceedings, claims, expenses, awards, costs and all other liabilities (including legal fees) in connection with or as a result of any claim or demand by any employee or other employee or person claiming to be an employee on any date upon which the Agreement is terminated and/or transferred to any third Party ("Relevant Transfer Date") arising out of their employment or its termination whether such claim or claims arise before or after the Relevant Transfer Date.
- 37.6 In the event that the information provided by the Service Provider in accordance with clause 37.2 above becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Service Provider becoming aware that the information originally given was inaccurate, the Service Provider shall notify the School of the inaccuracies and provide the amended information.
- 37.7 The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its termination.

38 GOVERNING LAW AND JURISDICTION

- 38.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Laws of England.
- 38.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

39 GENERAL

- 39.1 The Service Provider shall not issue any press release or make any public statement concerning the School, its employees, agents, Pupils or the Services without the prior written consent of the School.
- 39.2 These conditions constitute the entire understanding between the parties relating to the subject matter of the Agreement and, save as may be expressly referred to or referenced herein, supersede all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either Party.

- 39.3 If any provision or part provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provisions shall be deemed deleted. Any modification or deletion of a provision or part provision under this Clause 39.3 shall not affect the validity and enforceability of the rest of this Agreement.
- 39.4 If any provision or part provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended it is legal, valid and enforceable and to the greatest extent possible, achieves the intended commercial result of the original provision.

SCHEDULE 1 – SPECIFICATION

SERVICE DESTINATION: Penair School, St Clement, Truro, Cornwall TR1 1TN

SERVICE TYPE: School transportation

SERVICE SUMMARY: Supply a school transport service to transport 260 Pupils from the Goonhavern / Perranporth area to Penair School, St Clement, Truro, Cornwall TR1 1TN every school day, term time only.

SERVICE TIMEFRAME: The transport service is required from Tuesday the 3rd of September 2025 until Friday the 17th July 2026. This is 38 weeks. The service will not be required on bank holidays and INSET days which will be provided.

The School currently funds pupil transport for children travelling from the Perranporth and Goonhavern areas each day.

Pupils need to arrive at the School by approx. 08:20 and depart by approx. 15:10 each day.

Further to this, the Service Provider is required to have the technology in place to scan in student passes and share this with intervals and in a format requested by the School. This will allow the School to see the daily loading list, enabling the School to check Pupils are using the correct route and review seat allocation usage, both to and from School.

Our current projections are as follows:

| Blue Bus - 33 seater - 33 seats allocated | | |
|---|-------|-------|
| Perranzabuloe Church | 07:30 | 15:45 |
| Crossroads/Bonemill Road Bolingey | 07:33 | 15:40 |
| Hawkins Arms Henver Lane, Zelah | 07:38 | 15:13 |

| Green Bus - 70 seater - allocated 70 seats | | |
|--|-------|-------|
| Bus Stop at Primary School, Liskey Hill, Perranporth | 07:35 | 15:40 |
| Rowes Garage, Trispen Rowes | 07:50 | 15:20 |

| Red Bus - 82 seater - 82 seats allocated | | |
|--|-------|-------|
| Perranporth Wheal Leisure | 07:45 | 15:35 |

| Yellow Bus - 77 seats - 77 seats allocated | | |
|---|-------|-------|
| Goonbell Bus Stop | 07:20 | 16:20 |
| Middle Bus stop at Tredennick Way, St George Hill | 07:35 | 16:05 |
| Goonhavern | 07:45 | 15:45 |
| Rose Crossroads | 07:41 | 15:49 |
| Trebarthen Terrace | 07:42 | 15:48 |

SCHEDULE 2 – Contract Price

Contract Price is fixed for the term of the Agreement.

| Specification Ref | Quantity | Unit price (£) | Total price (£) |
|---------------------------------------|-----------|----------------|-----------------|
| PNR Blue – 33 seater Midi coach | 33 Pupils | £350 per day | £66,500 |
| PNR Green – 70 seater coach | 70 Pupils | £420 per day | £79,800 |
| PNR Red – 82 seater coach | 82 Pupils | £450 per day | £85,500 |
| PNR Yellow – 77 seater coach | 77 Pupils | £420 per day | £79,800 |
| TOTAL TO BE CARRIED TO FORM OF TENDER | | | £311,600 |

The Service Provider shall provide an invoice together with all supporting information requested by the School.

In the event that Services cannot be operated due to unavoidable School closure (unavoidable closure means closure on account of weather conditions, heating failure, damage to buildings, epidemics, school strikes, etc) on a day when Pupils would otherwise have attended, the Service Provider agrees to the following not to claim or invoice for the Contract Price as above for the relevant day or period.

In any other event that the Service is not required and the Service Provider has been notified in advance, the Service Provider agrees to not to claim or invoice for the Contract Price as above for the relevant day or period.

SCHEDULE 3 - DATA SUBJECTS

1. The School's Data Protection Officer is:

Mr Ben Crowe

2. The Service Provider's Data Protection Officer is:

Mr Robert Hopley

3. The Data Processor shall comply with any further written instructions with respect to processing by the Data Controller.

4. Any such further instructions shall be incorporated into this Schedule

| Description | Details |
|--|---|
| Subject matter of the processing | School transport services |
| Duration of the processing | 3 September 2025 to 17 July 2026 |
| Nature and purposes of the processing | Passenger schedules containing staff details in order to enable the Service Provider to provide the required transport. On occasion Pupils' names and pick up points may be provided to the Service Provider. |
| Types of Personal Data | Name, address and contact details of the passenger assistant (School staff member) Name of Pupil (passenger) Pick up (bus stop) of the Pupil Name and contact details of parent/guardian/carer on some Services. |
| Categories of Personal Data | Staff (including any passenger assistants) Pupils Parents/guardians/carers |
| Plan for return / destruction | Information containing the above information should be destroyed at the end of the academic year. |