

Dial A Ride Service Level Agreement

This Agreement is made on the day of 2008

BETWEEN

(1) **Lincolnshire County Council** of County Offices, Newland, Lincoln, LN1 1YL
("LCC")

and

(2) ("The District Council")

WHEREAS

- (A) LCC is the main the main transport authority and owner of the Dial A Ride Service which provides door-to-door transport to elderly and vulnerable members of the community.
- (B) The District Council is desirous to obtain the benefit of the Dial A Ride Service for members of their community who are in need of this service.

NOW in consideration of payment of the amount of Ten Pound by the District Council and acceptance thereof by the LCC it is hereby agreed as follows:

1. Definitions

1.1. In this Agreement the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:-

"Area Service" means covering the area as specified on the attached map

"CallConnect" means the demand responsive public transport services that can be booked 7 days in advance where the vehicle picks up from a predetermined designated point in a settlement and drops off at a predetermined stop in the local market town. Drivers do not leave the vehicle. Individuals who have mobility issues living in rural locations can fill in a form to be assessed for a pick up from their gate. Concessionary fares apply to these services.

"County" means the area covered by the Lincolnshire County Council

"District" means the area covered by the District Council

"District Area" means the area covered by the District Council excluding the areas traditionally serviced by Lincoln Area Dial A Ride and Boston Area Dial A Ride.

“Membership Area” means the area covered by the either the “Area Service” or the area covered by the “District Area” service.

“Mileage” means the miles done by Dial A Ride vehicle over a set time period.

“Operating Area” means the area covered by the either the “Area Service” or the area covered by the “District Area” service.

“Operator” means the transport operator which was awarded a contract by LCC for the provision of Dial A Ride Service

“Services” means the services as set out and described in clause 3

“Service User” means those who have fulfilled the criteria for and use the Dial A Ride Service.

“Specified Point” means Towns or addresses agreed by both District and Lincolnshire County Council as valid journey destinations.

“Voluntary car schemes” (VCS) means voluntary groups that offer a service to the general public, drivers using their own vehicles for the transport. These vary in size and type of journey provision. Prices are similar to that offered on Lincolnshire Dial A Ride. Vehicles are not wheelchair accessible unless the *wheelchairs* are foldable. Service is traditionally used for medical trips. In the main serve parishes that contribute to the schemes. Most schemes are supported by LCC.

2. Contract Period

- 2.1 The Agreement shall commence on 01 August 2008 and shall expire at midnight on 31 July 2011 unless terminated earlier in accordance with clause 9 (or otherwise lawfully terminated) or extended by agreement between the Parties. For avoidance of doubt, this Agreement shall only be extended for a maximum further period of 2 years.

3. Scope of Services

- 3.1 Dial A Ride Service shall consist of the provision of a door to door transport that can be booked up-to 7 days in advance. The driver will provide physical and emotional *reassurance* to individual users to help get them from their front door to the vehicle and to the entrance of their destination.
- 3.2 The Matrix Booking Office (MBO): shall provide the daily schedules, and shall provide the monitoring and statistics for the reports as specified in section 6.
- 3.3 MBO shall ensure that the customer is booked on the most appropriate service: CallConnect, Dial A Ride Service or the Voluntary Car Schemes (VCS).

- 3.4 All drivers used in the provision of the Dial A Ride Service shall be Criminal Records Bureau (CRB) checked.
- 3.5 The Accessibility & Policy Unit (APU) at LCC will be responsible for generating memberships through appropriate publicity and marketing, administration and contract management of the Dial A Ride Service.
- 3.6 LCC shall provide 1 full time Skegness Area Service and 1 full time District Area Service
- 3.7 The total annual mileage for the full time Skegness Area Service shall be 35,000 miles.
- 3.8 The total annual mileage for the full time District Area Service shall be 50,000 miles.
- 3.9 LCC shall have the right to make any changes to the Dial A Ride Service including but not limited to changes to improve the operational viability of the Dial A Ride Service provided that should any such change impact on the area which the Dial a ride Service covers or on the annual contribution payable by the District Council under this Agreement, LCC shall consult at least one month in advance with the District Council prior to effecting any such change.
- 3.10 LCC shall use all reasonable endeavours to ensure that the Dial A Ride Service is provided equally within the district. For the avoidance of doubt the Dial A Ride Service shall have a distinct membership area but the parties may agree that the Dial A Ride Service are provided outside any distinct area and any such agreement shall be made in writing and signed by an authorised officer on behalf of each Party.
- 3.11 The Dial A Ride Service shall only be operated within the County except to agree specified points. The Parties may agree that points outside the operating area are also covered under this and any such agreement shall be made in writing and signed by an authorised officer on behalf of each Party.
- 3.12 The Council shall use all reasonable endeavours to ensure that vehicles suitable for the provision of the the Dial A Ride Service are used to provide the Service.

4. Operation Times

- 4.1 Monday to Friday from 8.30am to 5.30pm for a full-time service.

5. Payments

- 5.1 The District Council shall make an annual payment of the amount of £54,800 in advance to LCC within 28 days of receipt of an invoice issued by LCC for the aforesaid amount.
- 5.2 The amount referred to in clause 5.1 shall be increased yearly in accordance with the Annual Price Index (API) as per the relating increases provided to the Operator.

6. Performance Monitoring

- 6.1 The County Council will by the 15th day of the month provide the District Council with a quarterly report detailing the following performance figures:
 - 6.2.1 number of passenger journeys undertaken
 - 6.2.2 number of wheelchair passengers

- 6.2.3 journey types
- 6.2.4 number of carers transported
- 6.2.5 number of refusals
- 6.2.6 number of cancellations
- 6.2.7 mileage
- 6.2.8 number of new memberships

6.2 Formal performance review meetings will be held by nominated officers of the District Council and LCC at intervals agreed between the Parties.

7. Warranties

- 7.1 LCC will take all reasonable steps to ensure that the Dial A Ride Service is performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to the Dial A Ride Service under this Agreement.
- 7.2 If in the reasonable opinion of the District Council the Dial A Ride Service is not performed in accordance with clause 8.1, the District Council shall notify LCC in writing stating the nature of the alleged sub-standard performance. Both Parties shall within a reasonable period agree on the steps to be taken, if any, in rectification of the performance and such agreement shall be made in writing and signed by an authorised officer on behalf of each party.

8. Termination

- 8.1 Either Party shall be entitled to terminate this Agreement by written notice to the other Party if the other Party commits a breach of this Agreement and fails to remedy such breach within 30 (Thirty) days of receipt of a written notice specifying the breach, requiring it to be remedied and indicating the intention to terminate in the absence of such remedy.
- 8.2 Either Party shall be entitled to terminate this Agreement for whatsoever reason by giving the other Party no less than 30 weeks written notice of termination to the other Party
- 8.3 LCC shall have the right to terminate this Agreement forthwith in the event that the contract between LCC and the Operator is terminated for whatsoever reason.
- 8.4 Following the termination of this Agreement for whatsoever reason, LCC shall not be liable to repay to the District Council any amount paid to it by the District Council under this Agreement nor for any losses, damages suffered or costs incurred by the District Council due to any termination.

9. Complaints

- 9.1 The District Council shall, throughout the duration of the Agreement Period, have in place a written procedure approved by LCC to enable Service Users or their representative to make complaints and representations about the Service (the "Complaints Procedure").
- 9.2 The District Council shall give Service Users or their representative information about the Complaints Procedure and how it works. The District Council shall ensure that this information shall be easily understood and available in appropriate form for all Service Users.

9.3 The District Council shall promptly inform LCC of any complaint made under the Complaints Procedure by a Service User or their representative regarding the provision of the Service and the action taken by the District Council in response. The District Council shall maintain full records of any such complaint.

9.4 Where the District Council is unable to resolve a complaint by a Service User or their representative, the District Council shall enable the Service User to make a formal complaint to LCC through LCC's own complaints procedure.

10. Publicity

10.1 LCC shall use all reasonable endeavours to display the logo of the District Council on the vehicles used in the provision of the Dial A Ride Service.

11. Best Value

11.1 The District Council shall provide to LCC all such assistance, information and documentation as the Purchaser shall reasonably require for the purpose of compliance with its obligations of Best Value under the Local Government Act 1999 ("the Act"), including without limitation:

11.1.1 the carrying out of any Best Value reviews under section 5 of the Act; or

11.1.2 the production of any Best Value performance plans under section 6 of the Act; or

11.1.3 monitoring by LCC of compliance by LCC with its obligations of Best Value; or

11.1.4 auditing of LCC's Best Value performance plans under section 7 of the Act; or

11.1.5 any inspection of LCC's compliance with the Act under section 10 of the Act or as a result of any audit or inspection of LCC's compliance with the Act or otherwise or any action ordered by the Secretary of State under section 15 of the Act.

11.2 For the purposes of clause 11, "Best Value" means arrangements to secure continuous improvement in the way LCC's functions are exercised having regard to a combination of economy, efficiency and effectiveness.

12. Force Majeure

12.1 Neither Party shall be liable for failure to perform its obligations under this Agreement if such failure results arising from acts, events, omissions, happenings and non-happenings beyond its reasonable control. This includes but is not limited to an Act of God, war, riot, terrorism, governmental regulations, fire, flood, storm, earthquake or any disaster. Any act, event, omission, happening or non-happening will only be considered as Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected Party, its agents or employees.

12.2 If either Party shall become aware of circumstances identified in Clause 11.1 which give rise to or which are likely to give rise to any failure or delay on its part, it shall forthwith notify the other by the most expeditious method then available to limit the delay and secure both Parties' respective interest and shall inform the other of the period which it is estimated that such failure or

delay shall continue.

13. Waiver

13.1 No delay, neglect or forbearance on the part of either Party in enforcing against the other Party.

14. Survival

Clauses 2,5,7,8,11,17,18 and 20 of this Agreement together with any other provision contained in this Agreement that by its context is intended to survive termination will survive termination of this Agreement

15. Third Party Rights

15.1 This agreement is not intended to and shall not confer any rights on any person not a party to this agreement and the Contracts (Right of Third Parties)) Act 1999 shall not apply to this Agreement.

16. Interpretation, Variation and Entire Agreement

16.1 The provisions of the Schedules shall form part of this Agreement as if set out here.

16.2 This Agreement supersedes all prior arrangements and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter of this Agreement.

16.3 The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

17. Amendments

17.1 The Parties agree that this Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument signed by a duly authorised officer or representative of each of the Parties to this Agreement.

18. Data Protection Act 1998 and Freedom of Information Act 2000

18.1 LCC and the District Council undertake to comply with the Data Protection Act 1998 and the Freedom of Information Act 2000 and any legislation related to of these Acts.

19. Severance

19.1 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of the validity or enforcement of this Agreement.

20. Law

20.1 This Agreement shall be subject to and construed and interpreted in

accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England.

AS WITNESS the hands of the Parties on the day and year first written before

Signed
On behalf of
Lincolnshire County Council

Authorised Signature: _____

and

Signed
On behalf of
District Council

Authorised Signature: _____

DRAFT