



## Service Level Agreement v0.19

### GTMATRIX / AIRPORT GUARDIANS

#### Explanation of our service

We are a specialist student travel and welfare business providing outsourced, Tier 4 compliant solutions to schools, colleges and guardianships across the United Kingdom. We work with multiple coach, minibus, taxi and chauffeur companies. We operate Airport Guardians at specified airports on designated school travel days and coordinate the entire movement of overseas students for our clients. We work very closely with our chosen Fulfilment Partners. We are not an operator, we are the authorised transport provider for and on behalf of the school.

In signing this Service Level Agreement ("SLA"), which contains information relating to the provision of our service to schools, colleges and guardianships, the Fulfilment Partner understands and agrees to its content.

Please read this information and ensure that your operational team and drivers are aware of the specified protocol concerning the transport of Unaccompanied Minors (UM) and children in general.

#### **THIS SLA GOVERNS THE TRANSPORT OF CHILDREN UNDER 18 YEARS OF AGE AND THE DUTY OF CARE EXPECTED AS INFORMED BY THE FOLLOWING LEGISLATION:**

"Keeping Children Safe in Education" (KCSIE), "Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018", the "Safeguarding Vulnerable Groups Act 2006" and the "Education (Independent Schools Standards) (England) Regulations", both as amended from time to time.

GTMATRIX provides outsourced travel and welfare services, geared to satisfy Sponsored Student (Tier-4) legislation, UKVI (UK Visas and Immigration - Border Force) and safeguarding standards.

Legislation: Tier 4 Sponsor Guidance amendments to the 2016 Immigration Act, in December 2018, clarified the safeguarding, monitoring and record keeping requirements for all UK educational establishments.



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## SERVICE LEVEL AGREEMENT

### Parties

1. GTMatrix of Tite House, Wardington, Banbury. OX17 1SP ("the Company")
2. ("the Fulfilment Partner" or "FP")

### Recitals:

1. The Company is engaged in the provision of student transport services whose business is operated in accordance with industry 'best practice', legislation and using our standard operational procedures.
2. The Fulfilment Partner wishes to enter into an agreement with The Company in order to provide vehicle transportation to students from Schools, Colleges, Guardianships and Universities, subject to the Terms and Conditions set out in this Agreement.

## INTERPRETATION

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings: -

"Business" means the supply of transport services (Taxi/PHV) for students on our behalf according to the booking specification given by us, and other services as may be notified to the Fulfilment Partner by the Company from time to time.

"Fulfilment Partner" means any person, firm or company carrying out the Services on behalf of the Company. The Fulfilment Partner will have all of the appropriate qualifications, licenses and insurances to safely transfer students as set out below.

The Company appoints the Fulfilment Partner to transfer students under its care in accordance with the terms set out in this Agreement. For the avoidance of doubt the Company is under no obligation to provide work for the Fulfilment Partner pursuant to the terms of this Agreement.

This Agreement will commence on the date the agreement has been signed and will continue for an initial term of 5 years and thereafter unless or until terminated by either party giving the other not less than thirty days written notice.



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## OBLIGATIONS OF THE FULFILMENT PARTNER & REQUIREMENT UNDER LEGISLATION

### Records

- The Fulfilment Partner will ensure that ALL drivers supplied hold an Enhanced DBS Certificate with DBS children's barred list information and subscribe to the update service.
- The Fulfilment Partner undertakes to hold on file the following information on ALL drivers supplied to The Company: Vehicle Insurance documentation, MOT documentation, PHV License, National Insurance Number, Driving License, Driving License Counterpart and Logbook/V5 document and any other paperwork as required in legislation applicable to their role.
- The Fulfilment Partner must make records available on request to an authorised officer of the Company. The company has the right to inspect all drivers used by the Fulfilment Partner every Six Months.
- The Fulfilment Partner will only send the Company drivers that are suitable for the safe transit of unaccompanied minors.

## PROVISION OF INFORMATION TO THE COMPANY

### Prices

#### Fixed-price routes

The Fulfilment Partner will supply to the Company a schedule of prices for standard journeys, i.e. airport and other such regular routes. All journeys booked for these fixed routes will be deemed to be priced according to the schedule.

#### Variable price routes

All booking requests for non-fixed-price routes will be quoted at the time of acceptance of the booking by the FP. All journeys must be priced in advance. For clarity, GTMatrix does not pay for metered journeys.

#### Additional charges

At the time of signing this SLA the FP will notify GTMatrix of its charges for additional way-points and pick-ups, parking, waiting, congestion charge and valet charge and any other additional variable charges which may be added to the journey cost from time to time. Any extra charges must be



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notified in writing to GTMatrix ([bookings@gtmatrix.net](mailto:bookings@gtmatrix.net)) within THREE days of the journey being completed.

## Price changes

Any change to the FP's prices must be submitted to the Operations Manager or Operations Director by email, sent to [bookings@gtmatrix.net](mailto:bookings@gtmatrix.net), at least 30 days in advance of any intended increase. Any price increase will not be accepted and will be deemed to have not been received unless acknowledged in writing via return email by the GTMatrix Operations Manager or Operations Director.

For avoidance of doubt, should any price change not be notified to and agreed by GTMatrix in accordance with the provisions herein, we will pay at the originally agreed journey price.

## Information required about the Fulfilment Partner

The Fulfilment Partner will provide to The Company the following information

- Full trading name and entity type (Ltd, LLP, etc.)
- Address, telephone numbers (including 24 hour contact number), email address for service of booking requests
- Directors or partners
- Insurance certificate and details of insurance cover
- Operator license(s) and type(s)

## Information to be made available on request

- Driver Firstname and Surname as recorded on the PHV/PCV/PSV licence, driver mobile phone number, DVLA driving licence number, car registration number and copy of DBS Certificate.



## THE FULFILMENT PARTNER AGREES WITH THE COMPANY AS FOLLOWS:

- To operate the Business strictly in accordance with this SLA.
- To ensure that the Fulfilment Partner's licensed drivers and operators, employees and agents and all other persons employed or utilised in a self employed manner in the Business shall at all times comply with the requirements of the 'Local Government (Miscellaneous Provisions) Act 1976 and Town & Police Clauses Act 1847' and all other applicable legislation, in accordance with current PHV/PCV/PSV legislation & licensing, all relevant British Standards, statutes, bylaws, regulations and requirements of any government or other competent authority relating to the Fulfilment Partner's business.
- To comply with legislative requirements in Great Britain relating to seat belts in minibuses, coaches and other buses used on the road. These requirements are set out in full in regulations 46, 47 and 48A of The Road Vehicles (Construction & Use) Regulations 1986 (SI 1986 No. 1078).
- To comply with The Department for Transport 'Taxi and Private Hire Vehicle Licensing: Best Practice Guidance'.
- To comply with all Private Hire Operator legislation as laid down by the Local Licensing Authority.
- To ensure that all drivers present a neat and clean appearance, render competent, sober and courteous service at all times. Are a fit and proper person that understands the relevant laws and has a good knowledge of the local authority are they are licensed under
- To take reasonable measures to ensure the suitability and quality of the service provided, including, without limitation, conducting reasonable due diligence on all drivers, employees and agents and all other persons employed or utilised in providing the Service to The Company.
- To ensure all Drivers supplied to The Company are appropriately licensed and hold valid taxi/Private Hire licences issued by their Local Authority.
- To ensure all Drivers are appropriately insured and have processes and procedures in place to ascertain the validity & current status of all drivers supplied to the Company.
- To ensure that the Fulfilment Partner drivers, employees or agents carry their individual License in addition to the identification supplied by the Company, at all times when performing the Services and that they guarantee not to use any driver whose license has expired and or does not hold the relevant valid insurance to be a PHV/PCV/PSV driver.
- The Fulfilment Partner undertakes to inform the Company immediately of any circumstance whereby there is any action threatened or levied against the Fulfilment Partner, which may, or could lead to an adverse effect on the provision of services.



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- Not to do or omit to do or permit anything to be done or omitted to be done which may constitute a breach of any insurance policy maintained by the Fulfilment Partner in accordance with this Agreement.
- Not by itself or with others to participate in any illegal, deceptive, misleading or unethical practices by itself or with others to do anything which would damage the public interest or interests or reputation of the Company or its business.
- The Fulfilment Partner will only supply drivers to The Company that have a clean Enhanced DBS record with zero recordings against their name.
- To ring GTMatrix immediately if the booking specifications change while the driver is on site. The driver must report any changes to GTM before they leave the pick up point or destination. This can include, but not limited to, route changes directed by the passengers, extra passenger or no shows.
- Never to ask any passenger directly for money. All transport charges will be paid by GTMatrix and never directly by a passenger.

In addition the Fulfilment Partner undertakes that ALL drivers assigned to transport children in our care will be briefed on the following and will be compliant with the following code of conduct. These notes must be given to all drivers that carry students in our care. GTMatrix reserves the right to communicate these requirements directly to the drivers.

## DRIVER SAFEGUARDING REQUIREMENTS

GTMatrix contact information

Telephone number: 020 3355 2858

Email address: resolve@gtmatrix.net

### Responsibility to minors in your care

- No photographs or videos to be taken of any students at any time.
- Students must only be allowed out of the vehicle at the designated arrival point unless otherwise agreed by GTMatrix. The driver must make sure that the designated receiver of the children has been identified and that the children are safely accounted for and handed over to their custodian.
- On no account must children be allowed out of a vehicle if the designated receiver is not at home / in place. If this situation arises the driver must wait with the student until GTMatrix has issued further instructions. All waiting time will be paid.
- Students set down on the pavement or verge should be advised to wait until the vehicle has departed before crossing the road.
- Extreme caution must be used when manoeuvring your vehicle in and around students. Always



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ensure your charges are in the vehicle with seatbelts fastened before moving off or attempting any further manoeuvre.

## Standards of behaviour and conduct

- GTM uses a range of transport (taxis, minibuses, coaches) to support pupils attending off-site activities, sports fixtures, school trips and airport collections. We value the service provided by selected Fulfilment Partners and expect a high standard of behaviour from pupils using these services.
- No smoking, including E-Cigarettes, on any School or College property at any time or whilst transporting children.
- All drivers are expected to be polite and courteous to all persons on School or College property and all students. Any issues or complaints, i.e. tardiness, rudeness, etc. must be raised with GTMatrix ONLY and never to any student, host family, parent, school representative or guardian.
- All journeys must be completed as directed and in a professional manner – any issues should be taken up with GTMatrix for resolution.
- Under no circumstances are Drivers allowed to associate with or socialise with any student in their care or carried in their vehicle.
- All drivers must be smartly dressed. This means wearing long trousers or skirt and a collared shirt or equivalent dress clothing according to culture and gender.

## Emergencies and unforeseen events

- Report any accident to the Police.
- Make sure you know what to do in an emergency situation and how to use any safety equipment.
- Report all accidents and incidents in accordance with Standard Procedures.
- Following an accident or incident, complete the GTMatrix Accident and Incident Reporting Form available from <https://gtmatrix.net/fp>
- In an emergency situation a driver may be asked to supervise a group of Students whilst a member of staff takes any necessary action. Where applicable all extra time will be paid.

## Issues and complaints

- Students who misbehave should not be told to leave the vehicle, drivers should politely take their names and report the incident.



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- Report any bad or inappropriate behaviour or vandalism by Students to GTMatrix as soon as possible.
- If you are regularly kept waiting for more than twenty minutes please report this to GTMatrix so that we can investigate the problem.

## General requirements

- All drivers must carry and display their PHV/PCV/PSV licence and a second corroborating means of identification, for example a UK photocard driving licence, passport, etc, during all journeys
- All drivers must be aware of the large number of students on College and School property and ensure that they take extra care, particularly when reversing as students often have little appreciation of the hazards of moving vehicles.
- All vehicles should be parked appropriately and not be blocking any access ways or emergency exits.
- Drivers must consult their driver's notes which will include passenger numbers and must not leave a venue until ALL the students due for collection are in the vehicle.
- In the event of no-shows the Driver must contact GTMatrix and remain on-site until cleared by GTMatrix. On no account will the driver take a student's word that the student due for collection has made alternative arrangements. All waiting time will be paid.
- Students should only be collected and set down at agreed points. Any changes to these arrangements should only be accepted from GTMatrix and not from parents or students even if they say that permission has been given.
- All drivers are expected to drive in accordance with the Highway Code. Approach all stops with care, keeping the doors closed until you have brought the vehicle to a complete standstill.
- Before moving off, make sure that the doors are fully closed and that nothing is caught in the mechanism of the door from the inside or outside and that all passengers have fastened their seatbelts.
- Check the nearside mirror every time in case latecomers attempt to board. Under no circumstances are pupils allowed to operate doors using the driver's controls.
- Drivers must observe speed limits and never rush to accommodate pupils' or parents' requests.

## SAFETY ARRANGEMENTS

These are the general arrangements for health, safety and wellbeing.





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## Risk Assessment, Method Statements and / or Safety Arrangements

All drivers are asked that they follow their organisation's risk assessments, method statements and / or safety arrangements.

## Welfare arrangements

It is not acceptable for adults to use the student welfare facilities (toilets, showers etc). Adult facilities are available on School and College property. Please ask for directions via a member of staff.

## Fire Safety

As per the "Fire Action" notices - should a fire be seen, raise the alarm by the nearest call point, evacuate and dial 999 from a place of safety. Boarding Houses on College property each have a Fire Box. It is located near to the Fire Alarm Panel. This box provides contact numbers for College and information for the Fire Service.

## First Aid

All Drivers should be aware of the First Aid arrangements for their company / organisation.

If on College grounds, the Medical Centre or a trained member of School or College staff will provide first aid or contact the Porters lodge.

## Accident / Incident

All Drivers should be aware of the accident, incident and emergency arrangements for their company / organisation. Should an incident occur a copy of the completed form(s) should be provided to GTMatrix. If your organisation does not have an accident book/form you must complete the GTMatrix accident form.

## INDEMNITY

A breach of the stipulations laid down in this document may result in the removal of the Fulfilment Partner or driver(s) from all student related transport. It may also lead to termination of the service provision and / or a claim for negligence against the Fulfilment Partner and / or driver.

In the event of an issue or concern relating to the information, guidance and requirements contained within this document please contact GTMatrix.

The Fulfilment Partner will indemnify the Company and keep the Company indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which



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the Company may sustain or incur or which may be brought or established against the Company by any person and which arises out of or in relation to by reason of: -

- Any negligence, recklessness or misconduct regarding the performance of the Fulfilment Partner's obligations as outlined above.
- Any unauthorised action or omission by the Fulfilment Partner or its drivers, employee, agent, subcontractor or partner.
- Any breach or alleged breach of the Customer contract, applicable laws or regulations relating to the transfer of students.

We the ("the Fulfilment Partner") agree to be bound by the terms herein.

Dated                    /                    / 2021

Company Trading name:

Company Registration No:

Signed: \_\_\_\_\_

Name:

Position:

GTMatrix verification

Signed on behalf of GTMatrix by:

A handwritten signature in black ink, appearing to read "Jason Curl".

Name: Jason Curl