

Transport Policy

Roselyn House School

2026 – 2027



Approved by:	Jack Birkenhead	Date: 17/07/2026
Last reviewed on:	July 2026	
Next review due by:	July 2027	

1. Aims

This Transport Policy has been drawn up in line with the Transport Terms and Conditions as provided by Lancashire County Council and is monitored and updated by the Directors of KS Education Limited.

This Policy is to be used by the Provider of Transport Services at Roselyn House School.

Transport arrangements form part of the school's wider safeguarding practice. Any safeguarding concerns arising during transportation, including disclosures, injuries, unexplained marks, missing pupils, concerning behaviour, allegations, or incidents involving other passengers, will be reported and managed in accordance with the school's Safeguarding and Child Protection Policy and Keeping Children Safe in Education (KCSIE) 2026.

- KS Education Limited will ensure that vehicles provided for transporting students to and from Roselyn House School are occupied only by legitimate passengers and those persons who are directly involved in transport duties. Unauthorised persons will not be allowed on the vehicles unless they have specific written consent from Lancashire Placing Authority.
- Vehicles used for transportation shall either be owned or leased and licensed in the name of KS Education Limited or belong to a member of staff authorised within relevant checks to transport students or be contracted through a valid taxi firm verified for use for school transportation purposes. (Quality assurance and contractual checks will be monitored on a monthly basis by the RHS Co-ordinators).
- KS Education Limited will at its own expense, include the procuring and maintenance of all necessary approvals, licenses, permissions or accreditations to enable the Authority to receive our Transport Service.
- All vehicles and all other equipment used by KS Education Limited during the provision of this Service will comply with the latest relevant British Standard, European Standard or Directive or other specification or legislation.

KS Education Limited agrees that we will:-

- Provide transport Services promptly for students at Roselyn House School.
- Provide the Service in accordance with all applicable UK and European laws and regulations and best industry practice.
- Provide our Services in accordance with this policy, Roselyn House School Single Equality Policy and SEND Policy, Lancashire County Council Policies if working alongside a member of staff employed by the authority, rules, procedures and the quality standards of the Authority. We will observe any amendments and make adaptations when informed.
- Exercise due care in relation to all passengers carried.

- Ensure that the operation of all vehicles complies at all times with requirements of the placing Authority and if vehicles do not they will be removed immediately from Service.
- Comply with reasonable requirements made by the placing authority in connection with the proper management of the vehicles used in the transport provision of service and will ensure that staff operating the vehicles and acting as passenger assistants, are suitably trained in the running of the vehicles and in the running of the service.
- Ensure that necessary maintenance and cleaning procedures relating to the vehicles and any other equipment are carried out.
- Provide appropriate risk assessments which are reviewed and monitored and provide service which are calculated to minimise risks.
- Ensure that risk assessments are carried out for Drivers, including contracted drivers and Passenger Assistants using appropriate risk assessments which are reviewed and monitored and provide services which are calculated to minimise risks.
- Complete and provide Risk Assessments, Student Passports, Positive Handling Plans and Behaviour Management Plans for Service Personnel involved in transporting the students
- Ensure that Transport services are provided at times that are appropriate to the timely start of the day or at a designated time agreed for a particular individualised programme of study

KS Education Limited shall comply strictly with all relevant legal provisions, to be observed and performed in connection with the Transport Service and shall indemnify the placing authority against any loss or damage caused by non-compliance with any such legal provisions. In particular, but without limitation to the foregoing, KS Education Limited shall:

- At all times comply with the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, the Electricity at Work regulations 1989, the Control of Substances Hazardous to Health Regulations 2002, and of any other legal provisions to the health and safety of the staff and students. This will be in accordance to the guidance and monitoring of Peninsula Health and Safety Services and overseen by Mrs Rachel Smith at Roselyn House School.
- Review its Health and Safety Policy with Peninsula Health and Safety Services on a yearly basis and provide the placing authority if required with a copy of such on each anniversary and inform when a review has taken place.
- To ensure that all staff involved in Transport services are inducted into the Health and Safety Policy and all management and supervisory staff have a detailed knowledge. This will be achieved by induction, training and regular updates/ notifications via Rachel Smith at Roselyn House School.
- To observe such policy and require all staff to comply with it.

- To make adjustments or revisions to policy as required or recommended by the placing authority.
- KS Education Limited shall at all times and at its own expense during the period of the Agreement with the placing authority provide and maintain sufficient machinery, vehicles, equipment, materials and consumables as are required for the proper and efficient performance of the transport services.
- KS Education Limited shall, at its own expense, put, keep and maintain all machinery, vehicles and equipment in proper repair and condition, in order that we will perform the transport services throughout the life of the agreement with the placing authority and comply with all statutory requirements

KS Education Limited shall ensure that all vehicles used in the provision of transport services:

- Drivers will complete appropriate pre-journey vehicle safety checks and ensure that all passengers use suitable seat restraints throughout the journey unless a documented medical exemption applies. Where required, child locks, booster seats, specialist seating or other agreed safety equipment will be used in line with individual risk assessments.
- Are clean and are maintained in such a serviceable condition that they present a Professional image to all young people transported.
- Comply with relevant statutory requirements, including in the Road Vehicles (Construction and Use) Regulations 1986 (as amended).
- Have either a current MOT Certificate, or the equivalent certificate for public service vehicles.
- All records of maintenance will be held at Roselyn House School and used in the operation of the transport service during the terms of the agreement with the placing authority. These records, the maintenance facilities and vehicles shall be made available for inspection by the placing authority upon request. These procedures will be monitored by Peninsula Business Services Limited - Health and Safety Service.
- Are insured under fleet insurance for drivers over the age of 21 by QBE Insurance (Europe Limited) Policy number: Y052964FLT0123A security and housekeeping of any items of machinery vehicles, equipment, materials and consumables used in the performance of the transport service wherever kept and maintain insurance in relation to the same for the length of the agreement with the placing authority.

- “No Smoking” signs shall be displayed in all vehicles used in all vehicles and the prohibition of smoking explained to students and staff. Smoking by any person on vehicles shall be prohibited at all times. For staff ignoring this rule, disciplinary procedures will apply and students will have smoking materials confiscated immediately which may require physical intervention to remove for the safety of all concerned and consequences imposed.
- KS Education Limited shall give the placing authority not less than 60 days notice of the ceasing of provision of an agreed transport route for any young person.
- Staff involved in transporting students shall be provided with all reasonable skill and care and KS Education Limited will ensure that all staff involved in the transportation service has the necessary skills and competencies, experience, equipment and other resources to enable them properly and expeditiously to perform the transport service.
- Neither KS Education Limited, Roselyn House School, or any person engaged in the transport service will solicit any gratuity, tip or other form of reward or charge for performing the transport service other than the charges set out in this agreement and contractual agreement with staff by KS Education Limited.
- KS Education will immediately notify the Authorised Officer of any or actual or potential problems relating to KS Education suppliers that affects or might affect our ability to use the transport services.
- Both Parties recognise that it is of paramount importance that there is no break in provision of the transport service.
- If the transport service’s performance of our obligations under the agreement with the placing authority is affected by any Contingency, then:

Roselyn House School, KS Education Limited shall give written notice specifying the nature and extent of the Contingency, immediately upon becoming aware of the Contingency, and will at all times use all reasonable endeavours to mitigate (so far as that is possible) the Contingency. We recognise that otherwise agreed in writing, we will not be entitled to payment from the placing authority in respect of extra costs and expenses incurred by virtue of the Contingency. (See Emergency Planning and Procedures Policy, Business Continuity Policy and Security Policy)

Where provided by the placing authority KS Education Limited shall promptly provide to the placing authority any relevant information in connection with:

- Any legal inquiry, arbitration or court proceedings in which the placing authority may become involved.
- Where KS Education Limited or any of its staff involved in the transport service become aware of any incident, accident or other matter which may give rise to a claim or legal proceedings in respect of the provision or failure to provide the transport service, we will notify the Authorised Officer in writing immediately. Such notification shall include all relevant information to enable the Authorised Officer to investigate the matter fully.
- KS Education Limited have appointed the Services of Peninsula Business Limited - Health and Safety Service and Mrs Rachel Smith at Roselyn House School to be responsible for Health and Safety matters as required by the Health and Safety at Work act 1974 and the Management of Health and Safety at Work Regulations 1999. This is monitored by the Headteacher, Mr Jack Birkenhead.
- KS Education Limited will ensure all personnel involved in transportation of students have been DBS checked in line with the Independent School Standards by Ofsted and that they are authorised by KS Education Limited to do so.
- In line with Policy and standards, staff employed in the provision of transport services may be existing members of Roselyn House School staff team or employed specifically/ contracted drivers for transport service purposes or staff recruited on fixed term contracts from an agency. KS Education Limited as the employer will seek references from previous employers when appointing any member of staff. KS Education Limited shall upon request of the placing authority and at our expense provide copies of references or any other relevant information that may be reasonably requested by the placing authority. If a contracted taxi firm is used a copy of their red badge is acquired and details entered onto the school's Single Central Record.
- KS Education Limited aims to provide consistency within its transport service, however there may be times when cover is required and this is not possible.
- KS Education Limited in line with DfE Guidelines will have a specific risk assessment and individual student risk assessments completed and informed to all staff members in order to safeguard those taking part in transportation services. The needs of the students will determine if a passenger assistant is required. This may be for an individual student or group.

- KS Education Limited will notify the placing authority immediately of any criminal proceedings against any driver employed in the provision of transport services following the award of a Contract agreement.
- Staff employed for transport services will be expected to conform to rules of travelling safely and adhering to speed restrictions and safe use of vehicles. If this is contravened then KS Education Limited in line with Contracts and Disciplinary Procedures will act accordingly in view of the member of staff and inform the placing authority of the outcome.
- Should a serious incident occur, or an allegation of serious misconduct be made against a person employed or engaged in the transport provision, that person may be required to be suspended from engagement in the provision whilst an investigation takes place in line with Roselyn House School's policy and procedures for Safeguarding or KS Education Limited's Disciplinary Procedures. The person may not resume in provision of transport services until confirmed by the placing Authority that they may do so.
- If any person or persons are, in the reasonable opinion of the placing authority and/ or KS Education Limited unsatisfactory or incapable of performing transport services to the reasonable satisfaction of both the placing authority or employer the unsatisfactory person or persons will be replaced at no extra cost and be of equal or superior ability, knowledge and/or experience.
- If any staff are incapable of performing transport services due to accident and/ or illness, KS Education Limited shall replace the member of staff with no extra cost to the placing authority and be of equal or superior ability, knowledge and/or experience.
- KS Education Limited shall ensure that all drivers or other persons in charge of a vehicle being used in the provision of transport services carry with them at all times whilst they are providing the service, a mobile telephone which is in good repair and fit for purpose. KS Education Limited will ensure such equipment is used in a manner which is calculated to reduce risk and minimise accidents. Mobile telephones should only be used when the vehicle is safely parked and the vehicle engine is switched off. Staff must telephone Roselyn House School on arrival to a destination and also to inform of student pickups and drop offs or any difficulties that may arise.
- Personal information relating to pupils, transport routes, risk assessments, behaviour plans, medical information and emergency contacts will be managed in accordance with the school's Data Protection Policy and UK GDPR requirements. Information will only be shared with staff or transport providers where necessary to keep pupils safe and deliver the transport service.

- Where a pupil is unavailable for collection, a parent/carer is not available to receive a pupil, a transport delay occurs, a vehicle breaks down, or a pupil absconds during transport, staff must contact Roselyn House School immediately and follow the agreed escalation procedure. Emergency contacts, senior leaders, placing authorities and emergency services will be contacted where necessary to safeguard the pupil and others.

- Passenger Assistants and Drivers will be trained in TEAM TEACH physical intervention techniques or diffusion by KS Education Limited. However, staff involved in transport services should be mindful of the safety of all passengers in a vehicle if a serious incident occurs. Staff should stop the vehicle when safe to do so. Any restrictive physical intervention should be in line with Roselyn House School Behaviour Policy and Behaviour Support and Physical Intervention Policy and only used as a last resort. In a vehicle the safety of all is paramount and if appropriate first response should be Police followed by Senior Management at Roselyn House School. If appropriate staff from school may travel to the destination to provide support but all policy should be followed and adhered to.
 - Any injury arising during the use of restrictive physical intervention while transporting a pupil will be recorded, reported and reviewed in accordance with the school's Behaviour Policy and Behaviour Support and Physical Intervention Policy.
 - Staff will use de-escalation strategies, agreed behaviour support plans and individual risk assessments when responding to behaviour during transport. Significant behavioural incidents, verbal aggression, damage to property, absconding, allegations, injuries or disclosures arising during transport will be reported to senior leaders and recorded in accordance with school procedures.

- There should be a first aid box on the transport vehicle and at least one member of staff trained in first aid. Roselyn House School's First Aid Policy should be followed.
 - Transport staff will receive training appropriate to their role and the pupils transported. This may include safeguarding and KCSIE updates, TEAM TEACH or de-escalation training, First Aid, emergency evacuation procedures, managing medical conditions, behaviour management, manual handling where required, and awareness of mental health risks.
 - Significant safeguarding incidents, injuries, behavioural concerns, disclosures, absconding incidents, mental health concerns or allegations arising during transport will also be recorded on CPOMS and reviewed by the Designated Safeguarding Lead.
 - Staff should seek immediate assistance where a pupil presents with a mental health crisis, self-harm injury, overdose, ligature incident, suicidal

ideation, extreme distress or any other situation placing themselves or others at immediate risk during transport.

KS Education Limited shall at our own expense co-operate and provide all reasonable assistance to the placing authority by:

- Maintaining all documents materials and records relating to the recruitment and employment of staff engaged in the transport provision.
- Prices agreed by the placing authority will not include value added tax and an invoice will be presented at the end of a month for the number of days the young person was transported by KS Education Limited. The student's name along with the dates and number of dates transported and route details showing mileage will be broken down on the invoice.
- KS Education Limited accept that invoices will be verified by the placing authority and sent to SENDO's.

KS Education Limited recognises that a placing authority may at any time wish to inspect the transport service provision and audit within the terms of agreement. KS Education will co-operate with such an inspection by:

- Granting the placing authority access to any sites where vehicles are kept and/or equipment or materials or records. Allowing the placing authority access to members of staff who are qualified to answer questions relating to the transport provision.
- KS Education Limited will not, without written consent of the placing authority, disclose or reveal Confidential Information or any portion or copy to any person other than to employees to whom it is necessary to reveal such information for the performance of the transport service whether written or oral.
- KS Education will maintain in force with a reputable insurance company a policy or policies which are adequate to meet our liabilities under the agreement with the placing authority including Public Liability at £5 million and Employers Liability at £10 million- Markel.

2. Monitoring Arrangements

This document will be reviewed every year, but may be reviewed and updated more frequently if necessary. It will be reviewed by **Mr Jack Birkenhead (Headteacher)** in consultation with the wider school community.

An up-to-date register of authorised transport personnel, including driving licence checks, DBS status, insurance verification, training records and any relevant contractual checks, will be maintained by the school and made available for inspection where required.

3. Linked Policies

This Policy is linked to the following policies and documents:

- Child Protection and Safeguarding Policy
- Behaviour Policy
- Restrictive Physical Intervention Policy
- First Aid Policy
- Health and Safety Policy
- Emergency Planning and Procedures Policy
- Business Continuity Policy
- SEND Policy
- Single Equality Policy
- Data Protection Policy
- Staff Code of Conduct