

## **DIRECT AWARD PUBLIC SERVICE CONTRACT**

imposing public service obligations to secure the  
provision of certain public bus services in the  
Greater Dublin Area

## **Schedules**



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**Schedule 1:      Network Description**

## **1.1 General Description of the Network**

- 1.1.1 The bus routes listed in Schedule 2: Service Specification ("Routes") form the Network. Network Buses are buses used by the Operator in the provision of the Services. Network Assets are infrastructure and equipment (including depots, cleaning fuelling and maintenance facilities, Network Buses and associated equipment) required by the Operator, and managed by the Operator to provide the Services.
- 1.1.2 The current Route start points and end points and intermediate stopping points ("Stops") are set out in Annex A to Schedule 2.
- 1.1.3 Services operate in each of the 4 local authorities in the Dublin area, as well as in the Kildare, Meath and Wicklow local authority areas. Each local authority is responsible for the provision and maintenance of traffic signals and bus priority infrastructure within its boundary.
- 1.1.4 Stops are generally marked by a pole and/or a shelter. Certain Stops have been designed to facilitate access by the mobility and visually impaired. Certain Stops are fitted with shelters. Travel information panels are mounted on certain poles and shelters. In addition, there are advertising panels on most shelters.
- 1.1.5 The Operator is responsible for the maintenance of Stop infrastructure and Stop customer information at all Stops used by the Services, unless otherwise agreed with the Authority or notified by the Authority.
- 1.1.6 The Routes are served by a variety of bus types, as specified in Schedule 3: Network Bus Specifications.
- 1.1.7 Bus tickets are sold on board the Network Bus. The Leap Card and certain pre-paid tickets, are available on-line and at various sales points throughout the Dublin region. There are validators on the Network Buses to validate pre-paid tickets and the Leap Card.
- 1.1.8 It is the responsibility of the Operator to provide, operate and maintain all Network Assets, as set out in Schedule 3: Network Bus Specification and Schedule 11: Operation and Maintenance of Network Assets.
- 1.1.9 The Network has a central control room located in Broadstone Depot. It is the responsibility of the Operator to maintain the central control room and all systems associated with it. The following are the main electronic control and communications systems used for operations:
- (a) Automatic Vehicle Location System ("AVL System")
  - (b) AVL data provision for Passenger Information Display Systems and Performance Monitoring System
  - (c) TAIT radio (data and voice traffic)
  - (d) Closed Circuit Television (CCTV) monitoring and recording
- 1.1.10 It is the responsibility of the Operator to provide, operate and maintain all bus depot and stabling facilities and all facilities required for staff.

## **1.2 Luas Cross City and Bus Rapid Transit**

- 1.2.1 Construction of Luas Cross City commenced in 2013 and it is anticipated that Luas Cross City will commence operations at the end of 2017.
- 1.2.2 A series of bus service variations is likely to be required during the construction of Luas Cross City, and once the new line has commenced operations. The procedure for variations is set out in Schedule 23: Variations.
- 1.2.3 Bus Rapid Transit (“Swiftway”) comprises a set of new Bus Rapid Transit lines for Dublin. It is anticipated that the construction of the initial Swiftway line between Swords and Dublin city centre will commence during the lifetime of this Agreement, with passenger operations planned to commence in 2018/2019.
- 1.2.4 All Bus Rapid Transit passenger operations up to the end of November 2019 are included in the Services contemplated by this Agreement. A Variation, in accordance with the variation mechanism set out in Schedule 23: Variations will be required by the Authority, in advance of commencement of Bus Rapid Transit passenger operations.
- 1.2.5 In addition, a series of alterations to non-Bus Rapid Transit Services is likely to be required during the construction of Swiftway, and once the new lines have commenced operations. The procedure for variations is set out in Schedule 23: Variations.

### **1.3 Removal of certain services from Agreement in 2016**

- 1.3.1 The Authority intends to remove the Routes listed in Annex E of Schedule 2: Service Specification from this Agreement in 2016, and include them in a separate contract or contracts.
- 1.3.2 The contract or contracts to operate these services will be competitively tendered.
- 1.3.3 The arrangements for transitioning of the Routes listed in Annex E of Schedule 2: Service Specification to the tendered contract are set out in Schedule 25: Transition Management.
- 1.3.4 The procedure set out in Schedule 23: Variations will be applied in relation to the removal of the Routes following competitive tendering..

### **1.4 Traffic Signals and Junctions**

- 1.4.1 The Network passes through the administrative area of seven road authorities.
- 1.4.2 Bus priority is currently provided along various road corridors. A bus gate is in operation at College Green during morning and evening weekday peak periods.
- 1.4.3 At certain signal controlled road junctions the AVL System interfaces with the road traffic controller to afford a level of priority to Network Buses.

## **Schedule 2:      Service Specification**

## **2.1 Routes and Stops**

- 2.1.1 Details of the Stops for each Route are listed in Annex A to this Schedule 2.
- 2.1.2 The Operator shall ensure that all Network Buses stop to pick up passengers on passenger request at each Stop listed for passenger pick up, unless the Network Bus is at its carrying capacity,
- 2.1.3 The Operator shall ensure the all Network Buses stop on passenger request at each Stop listed for passenger set down.
- 2.1.4 Where a centre passenger door is present, the Operator shall ensure that each time a passenger seeks to alight at a Stop the centre passenger door is opened by the driver, unless road safety reasons make it unsafe to do so. Each time a Network Bus is unable to open the centre passenger door due to road safety reasons, the Operator shall ensure that an on-board announcement requesting passengers to alight at the front door is made.

## **2.2 Hours of Service, Headways and Departure Times**

- 2.2.1 Hours of Operation for each Route are shown in Annex A to this Schedule 2. The first Trip times indicated in Annex A are the latest allowable, and the last Trip times indicated in Annex A are the earliest allowable
- 2.2.2 The Operator shall ensure that the Services on each Route depart from Stops at the Departure Times or Headways specified in Annex A to this Schedule 2.
- 2.2.3 The Operator shall ensure that the specific Services listed in Annex C to this Schedule 2 do not depart from the points indicated until the specified incoming connection has arrived, subject to the proviso that no departure from a guaranteed connection point shall be delayed for more than 15 minutes.

## **2.3 Running Times and Layover Times**

- 2.3.1 For the purpose of developing a Timetable, the Operator should carefully check existing Running Times for different times of day, days of week and seasons of year to ensure that they are appropriate for the traffic conditions. When reviewing existing, and devising new Running Times, Operator should refer to historical performance data records and performance standards set out in Schedule 19: Performance Payments and Deductions.
- 2.3.2 The Operator should allow for increases in journey times on certain routes that may arise due to the construction of Luas Cross City up to the end of 2017.
- 2.3.3 The Operator should allow for increases in running times on certain routes during construction work on Swiftway. Work on the Swords Road Swiftway between Swords and Dublin City Centre is scheduled to commence in 2016.
- 2.3.4 The Operator should consider if school and college summer holiday schedules, incorporating running time reductions, are desirable on certain routes. In this event, a proposed Variation to Service Specifications shall be submitted for approval at least three months in advance of the commencement of the proposed Variation to Service Specifications.

## **2.4 Timetable**

- 2.4.1 The Operator shall prepare a Timetable for each Route as follows:

- (a) Monday to Friday (excluding public holidays) Timetable
- (b) Saturday Timetable
- (c) Sundays and Public Holidays Timetable

- 2.4.2 The Timetables shall show, for each Trip, the scheduled Departure Time from the Originating Stop, scheduled Departure Times from Stops designated as Timing Points as set out in Annex B to this Schedule 2, and scheduled arrival time at the Terminating Stop.
- 2.4.3 The Operator shall provide Timetables in the format specified in Annex B to Schedule 14: Customer Information , and the Timetables shall be included in Annex D to this Schedule 2.
- 2.4.4 The Operator shall operate bus services in accordance with the Timetables in Annex D to this Schedule 2 throughout the Contract Period.
- 2.4.5 The Timetable shall meet the requirements of the Service Specification set out in Annex A to this Schedule 2.
- 2.4.6 The Operator shall confirm the current Timetable is in compliance with the Specification set out in Annex A to this Schedule 2, or where it is not, it shall prepare the Timetable and provide the Timetable to the Authority for approval by the Commencement Date.
- 2.4.7 The Operator shall submit any proposed alteration to a Timetable (including alterations requiring a Variation to Service Specification) to the Authority for approval using the pro-forma in Annex E to this Schedule 2, at least 30 Business Days in advance of proposed implementation, or exceptionally a shorter timescale, with the prior agreement of the Authority.

## **2.5 Variations to Services**

- 2.5.1 The Operator may at any time request, or the Authority may require, variations to the Service Specification during the Contract Period. These may include, but may not be limited to, variations to:
- (a) Routes
  - (b) Stops
  - (c) Service frequencies
  - (d) Hours of operation
  - (e) Timing Points

The mechanism for Variations is set out in Schedule 23.

- 2.5.2 In the event of Operator alterations to the Timetable, required as a result of a Variation to the Service Specification set out in Annex A to this Schedule 2 or for any other reason, the Operator shall provide the Authority a minimum of 10 Business Days in advance of Timetable implementation, or exceptionally a shorter time period where agreed with the Authority, with:

- (a) the new Timetable in the format specified in Annex B of Schedule 14: Customer Information;
- (b) a text version of the new Timetable and the reasons for the alterations, and anticipated duration of alterations, referencing any relevant approved Variations to Service Specification, using the pro-forma included in Annex C to Schedule 14: Customer Information; and
- (c) where relevant, an updated version of the Service Specification spreadsheet contained in Annex A to this Schedule 2, clearly highlighting where changes have been made.

## **2.6 Subcontracted services**

- 2.6.1 The Operator shall provide full details of all subcontracted Services to the Authority including Routes, Stops, Timetables, Network Bus specifications and ticketing and fare collection arrangements by Commencement Date.
- 2.6.2 Contracts between the Operator and Sub-Contractors to provide subcontracted Services shall not be extended and new contracts shall not be entered into, without the prior approval of the Authority.
- 2.6.3 Upon expiry of any existing subcontracts in place at Commencement Date, the Authority may decide to amend the subcontracted Services Routes, Service specifications or Network Bus specifications, or remove the subcontracted Services from this Agreement.
- 2.6.4 No tendering procedure shall commence in relation to any subcontracted services without the prior approval of the Authority.

**Annex A:**

**Service Specification [PROVIDED IN SPREADSHEET FORM ON ATTACHED CD)**

**Table 1: Routes and Stops**

**Table 2: Hours of operation**

**Table 3: Scheduled Headways or Stop Departure Times**



**Annex B:**

**Timing Points**

**(To follow)**

**Annex C: Guaranteed Connection Points**

**(To follow)**

**Annex D: Timetables**

**[To be prepared and provided by Operator]**

**Annex E: Timetable Alteration Request Proforma****Timetable Alteration Request**

Operator to complete in all instances where an alteration to a Timetable is proposed for a Service

Contract name	
Timetable Alteration Request number	
For Variation, supply corresponding Operator Variation Notice Number, Authority Variation Notice Number and Authority Variation Order Number	
Route number and name	
Summary of proposed change	
Reasons for proposed change	
Current Timetable (insert spreadsheet)	
Proposed Timetable (insert spreadsheet)	
Proposed Timetable start date	
Proposed Timetable end date (if applicable):	
Submission date	
Date of receipt of Submission (Authority to complete)	
Approved by (Authority to complete)	
Approval date (Authority to complete)	

**Annex F: List of Routes to be removed from Agreement in 2016**

<b>Route</b>	<b>Description</b>
	<b>Orbital Routes</b>
17	Rialto - Blackrock
17a	Blanchardstown Centre - Kilbarrack
18	Palmerstown (Old Lucan Rd.) - Sandymount
75	The Square Tallaght - Dun Laoghaire
76	Chapelizod - Tallaght (The Square)
76a	Blanchardstown Centre - Tallaght
102	Sutton Station - Dublin Airport
104	Clontarf Rd (Conquer Hill) - Santry (Shanard Road)
	<b>Local Routes</b>
33a	Dublin Airport - Skerries
33b	Swords - Portrane
45a	Dún Laoghaire (DART Station) - Ballywaltrim
59	Dún Laoghaire - Mackintosh Park
63	Dun Laoghaire - Kilternan
111	Loughlinstown Park - Dún Laoghaire
114	Ticknock - Blackrock Station
161	Dundrum Luas Station - Rockbrook/Tibradden
184	Bray Rail Station - Newtownmountkennedy
185	Bray Rail Station - Shop River
220	Ballymun (Shangan Rd.) - Lady's Well Rd.
236	Blanchardstown Centre - Ballycoolin
238	Lady's Well Rd. - Tyrrelstown
239	Blanchardstown Centre - Liffey Valley Shopping Centre
270	Blanchardstown Centre - Dunboyne

Note: The local and orbital routes listed above may be subject to Variations prior to their removal from Agreement in 2016.

## **Schedule 3:      Network Bus Specification**

### **3.1 Minimum Network Bus requirements**

#### **3.1.1 All Network Buses used to operate the Services shall:**

- (a) be low floor and wheelchair accessible;
- (b) provide wheelchair/buggy space
- (c) provide luggage space;
- (d) be a maximum of 14 years old, unless otherwise approved by the Authority;
- (e) operate, unless otherwise approved by the Authority, with a minimum of
  - a. Euro III compliant heavy-duty diesel engines as of Commencement Date
  - b. Euro IV compliant heavy-duty diesel engines as of 1<sup>st</sup> October 2019;
- (f) display notices as required by Authority from time to time, including, without prejudice to the generality of the foregoing, information regarding the conditions of carriage and conduct of passengers and a notice indicating that the bus is operated under contract to the National Transport Authority, to a design and at location inside the Network Bus to be agreed with the National Transport Authority, at all times that the bus is operating the Services;
- (g) provide audio announcements of next stop in the Irish and English Languages;
- (h) have on display a table of current single and return cash and Leap fares for the route;
- (i) be equipped with Ticketing Equipment that satisfies the requirements in Schedule 8: Ticketing and Fares Collection and Schedule 9: Integrated Ticketing Requirements and Clause 16.1;
- (j) be equipped with an Automatic Vehicle Location System ("AVL System") that satisfies the requirements in Schedule 11: Operation and Maintenance of Network Assets;
- (k) be equipped with CCTV equipment that satisfies the requirements in Schedule 11: Operation and Maintenance of Network Assets;
- (l) be equipped with Wifi equipment that satisfies the requirements in Schedule 11: Operation and Maintenance of Network Assets;
- (m) be liveried to the Authority's requirements;
- (n) display Transport for Ireland branding with the required dimensions and colours at locations required by the Authority; and
- (o) be equipped with on-board electronic next stop sign displays subject to funding by the Authority and feasibility of provision.

### **3.2 Route specific Network Bus requirements**

#### **3.2.1 Annex A of this Schedule 3 sets out the route specific Network Bus requirements for certain routes including (but not limited to):**

- (a) Minimum passenger capacity overall and seated (by time period where appropriate);
- (b) Number of passenger doors (by time period where appropriate);
- (c) route number and destination display on bus exterior;
- (d) luggage space appropriate for the route
- (e) On-board electronic next stop displays

### **3.3 Variations to Network Bus Specifications**

3.3.1 The Operator may at any time request, or the Authority may require, variations to the Network Bus Specification during the Contract Period. These may include, but may not be limited to variations to:

- (a) accessibility, luggage or buggy space requirements;
- (b) maximum age;
- (c) engine emission standards;
- (d) notices to be displayed on board or outside the Network Bus;
- (e) on board audio announcements;
- (f) on board Passenger Information Displays and content;
- (g) on board equipment, including AVL System, CCTV, ticketing and Wifi equipment;
- (h) passenger capacity;
- (i) number of passenger doors;
- (j) Operator or Transport for Ireland branding, and its location
- (k) Livery
- (l) On board route information

The mechanism for Variations is set out in Schedule 23.



**Annex A: Route specific Network Bus requirements (unless otherwise agreed with the Authority)**

Type 1 Routes	VT type vehicles	On Routes with highest recorded passenger numbers per service at peak times, including Type 2 Routes or other Routes where appropriate
Type 2 Routes	SG type & GT vehicles	Routes 4,9,13,14,15,16,27,37 39a.,40,46a,83,140,145 (except during peak times when VT type vehicles may be deployed)

## **Schedule 4:      Implementation Plan and Programme**

#### **4.1 Implementation Plan**

- 4.1.1 Within 60 Business Days following the Commencement Date, the Operator shall submit a draft Implementation Plan for the Contract Period, for Authority approval.
- 4.1.2 The draft Implementation Plan shall include, as a minimum:
- (a) Operator's organisation structure, setting out key responsibilities in relation to the Agreement, requirements to include staff numbers allocated to each functional area;
  - (b) details as to how the Operator shall establish its management systems including the Operating Plan, Emergency Management Plan, Severe Weather Management Plan, Security Management Plan, Environmental Management System and associated Environmental Management Plan, Quality Management System and associated Quality Management Plan, Performance Monitoring System and any other systems and plans required by the Agreement;
  - (c) details of the Operator's methodology and procedures proposed for the preparation of those Reports listed in Schedule 18, to include at a minimum the following:
    - i. proposed data sources and methodology for the preparation of results;
    - ii. a description of all ticket types currently in operation; and the methodology proposed for calculating associated passenger journeys to include DSP ticket journeys;
    - iii. a description of any cost allocation procedures proposed under each of the relevant items in the spreadsheet contained in Annex E: 'Quarterly Cost Report (supporting information)' to Schedule 18;
  - (d) a description of any revenue allocation procedures proposed under each of the relevant item in the spreadsheet contained Annex B: 'Period Passenger, Revenue and Ticketing Report (supporting information)' to Schedule 18;
  - (e) the installation and commissioning of new facilities and equipment, if required;
  - (f) the installation and commissioning of new information and communications technology systems if required;
  - (g) a schedule of existing records and data systems
  - (h) the recruitment and training of new staff, if required;
  - (i) details of liaison procedures with the Authority;
  - (j) details of liaison procedures with other public transport operators, the National Roads Authority, local authorities and the Gardaí;
  - (k) details of Operator procurement arrangements in relation to the Services, including contract durations;
  - (l) Ticket designs, which shall include the "Transport for Ireland" logo;
  - (m) Passengers' Charter;
  - (n) Details of any known major Public Events in 2015 that are likely to result in the curtailment or diversion of Services;

- (o) a list of all Stops (identified by unique customer facing code number) identifying those at which the following Stop infrastructure is provided:
- i. Bus stop pole
    - I. Bus stop flag on pole
    - II. Customer information panels mounted on bus stop pole (provide number and dimensions of each)
  - ii. Bus shelter
    - I. Bus stop flag on shelter
    - II. Customer information panels on shelter;
- (p) A list of Stops at which the following customer information is provided, identifying in each case the Stop infrastructure on which it is displayed (bus stop flag, customer information panel mounted on bus stop pole, customer information panel on shelter):
- i. Operator name/logo
  - ii. Bus stop name
  - iii. Bus stop unique customer facing code number
  - iv. Route numbers of stopping buses
  - v. Timetables of stopping buses
  - vi. Route maps of stopping buses
  - vii. Maps of public transport services available from local area
  - viii. Geographical map of local area;
- (q) A list of Network Buses deployed to each Route by vehicle type, indicating for each vehicle type:
- i. whether Low floor/Wheelchair Lift/not wheelchair accessible
  - ii. whether on board wheelchair space provided (and dimensions if yes)
  - iii. whether luggage space provided (and dimensions if yes);
  - iv. whether buggy space provided (and dimensions if yes);
  - v. age
  - vi. engine emission standard;
  - vii. facility provided for automated on board audio announcements;
  - viii. Facility provided for on board Passenger Information Displays and content;
  - ix. on board equipment, including AVL System, CCTV, ticketing and Wifi equipment;

- x. passenger capacity (seated and standing);
- xi. number of passenger doors
- (r) A list of assets on Network Buses that are used for customer information, marketing, promotion or advertising, differentiating between these uses, including the dimensions and locations of each such asset, and indicating if the asset is currently the subject of a contract between the Operator and an external advertising agency;
- (s) Operating Plan as set out in Schedule 5;
- (t) Customer Service Policy as set out in Schedule 13;
- (u) Annual Customer Information Plan for 2015, as set out in Schedule 14; and
- (v) Annual Marketing and Information Plan for 2015 as set out in Schedule 15;
- (w) a detailed programme setting out the timetable by which the Operator shall implement the different work streams and timelines required in connection with the Implementation Plan; and
- (x) a detailed programme setting out the tasks the Operator shall undertake to meet the implementation dates for each item set out in Schedule 24.
- (y) a Cost Efficiency Plan setting out how the Operator will achieve cost efficiencies over the Contract Period by either
  - i. Providing the same service level and service quality at a lower cost over time
  - ii. Providing an improved service level and/or improved service quality over time, at the same cost

## **4.2 Approval of Implementation Plan**

- 4.2.1 The Authority shall review the draft Implementation Plan and shall provide comments (if any) to the Operator within 20 Business Days of receipt of the drafts.
- 4.2.2 The Operator shall incorporate such comments in the Implementation Plan and shall resubmit the Implementation Plan for Approval within 10 Business Days of its receipt of the Authority's comments.
- 4.2.3 The Authority shall not unreasonably withhold or delay its Approval of the Implementation Plan.
- 4.2.4 Once approved, any subsequent changes to the Implementation Plan should only be made following consultation with, and approval of, the Authority.

## **4.3 Implementation phase**

- 4.3.1 The Operator shall establish and operate a programme and project management structure to ensure implementation in accordance with the Implementation Plan.

## **4.4 Variations to the Programme**

- 4.4.1 Should it appear to the Authority or the Operator at any time that the actual or likely progress of the Implementation Plan does not or will not conform with the programme contained in the

approved Plan in any material respect then, within 10 Business Days of being so required by the Authority or (if earlier) becoming aware of the same, the Operator shall submit to the Authority:

- (a) a report identifying the reasons for such non-conformity; and
- (b) a revised programme which shall provide for the Implementation Plan to be implemented by the date specified in the original Implementation Plan or a revised date that may be specified by the Authority, following consultation with the Operator.

## **Schedule 5:      Operations Management**

## **5.1 General Requirements**

- 5.1.1 The Operator shall operate and manage the maintenance of the Network Assets in accordance with the Agreement.
- 5.1.2 The Operator shall ensure that all required information is collected, analysed, supplied to the Authority and retained in accordance with the Agreement.
- 5.1.3 The Operator shall maintain a database to record incidents related to the Services as they arise. The Operator's Database shall be used to record all incidents relevant to bus operations, including the causes of delays, disruptions and other significant events even where these have no effect on operations. The Operator shall analyse such records and take appropriate improvement action (such as changes to work practices, documentation changes, briefing, training, changes to competence assessment methods and standards) where it is identified as necessary or beneficial.
- 5.1.4 The Operator shall co-operate with An Garda Síochána, Dublin Fire Brigade the Fire Brigades and Fire Services of Kildare, Wicklow and Meath local authorities, and the Relevant Authorities where necessary.
- 5.1.5 The Operator shall ensure that the Control Room at Broadstone is manned at all times when Services are operating and when Network Buses are positioning in advance of, or after, operating Services.

## **5.2 Operating Plan**

- 5.2.1 The Operator shall develop an Operating Plan which shall be submitted as part of the Implementation Plan.
- 5.2.2 The Operating Plan shall include all procedures necessary to:
  - (a) operate the Network and Network Assets in a safe and efficient manner
  - (b) manage the interface between bus operations and works (including Luas and Swiftway works) on or near the Network or Network Assets
  - (c) manage the interface with other public transport operators, particularly at shared Stops and interchange points
  - (d) manage the interface between bus operations and areas of local authority responsibility such as road traffic and traffic signals
  - (e) recover bus operations in the event of incidents, accidents, service disruptions and technical failures
- 5.2.3 The Operator shall implement the Operating Plan throughout the Contract Period. The Authority may require or Parties may agree amendments to the Operating Plan from time to time.
- 5.2.4 The Operating Plan shall be referenced in the Operator's Safety Management System.
- 5.2.5 The Operating Plan shall detail the procedures necessary to liaise with all third parties relevant to the safe operation of the Network.



- 5.2.6 The Operator shall keep under review, maintain and update the Operating Plan and shall provide to the Authority, no later than 4 weeks prior to the Expiry Date, an electronic copy of the updated Operating Plan to be in force on the Expiry Date.

### **5.3 Training**

- 5.3.1 The Operator shall act in accordance with Good Industry Practice in relation to the training of staff and relevant personnel, throughout the Contract Period.
- 5.3.2 At all times the Operator shall ensure that the Services are performed with appropriately qualified and trained personnel.
- 5.3.3 The Operator shall implement, prepare and maintain documentation describing the duties and responsibilities of staff in normal service and such exceptional circumstances as may be appropriate.
- 5.3.4 The Operator shall train employees and relevant Sub-Contractors in their duties and responsibilities with particular emphasis on customer service and accessibility awareness, perform competence assessments for all safety critical tasks, maintain records of current competence, provide refresher training and re-assessment as required, and not allow staff who are not competent and (where appropriate) have not passed the relevant assessment to carry out such work unsupervised.

### **5.4 Utility Supplies**

- 5.4.1 Throughout the Contract Period the Operator shall procure such water, sewerage disposal, communications, electricity, gas and any other utility as it requires for the carrying out of its obligations.

### **5.5 Co-operation with special inquiries or investigations**

- 5.5.1 The Operator shall co-operate with any special inquiries or investigations carried out by any Relevant Authority as a result of accidents, incidents or proposed changes in legislation and shall promptly provide all information, resources and facilities within its control which are reasonably required for such inquiries or investigations.

### **5.6 Traffic and Roads**

- 5.6.1 The Operator shall attend meetings with Road Authorities as may be necessary for the purpose of reviewing the operation of the Network in relation to other road users.
- 5.6.2 The Operator shall from time to time review with the relevant local authority department such traffic regulations as are in place and such amendments as may be necessary to ensure that the operation of the Network is not unduly hindered as a result of other traffic movements. The Operator shall ensure that the Authority is notified of any changes that are proposed or are to be made to the roads or to any traffic signals which might reasonably be expected to affect the Network and/or the provision of the Services, of which it is notified.
- 5.6.3 The Operator shall develop procedures for the removal of obstructions (including broken down Network Buses) from the Network and shall include such procedures in the Operating Plan.
- 5.6.4 In the event that a Network Bus breaks down and obstructs vehicular and/or pedestrian traffic, the Operator shall remove the Network Bus to a location in which it does not cause such obstruction.

## **5.7 Action during Service Interruptions**

- 5.7.1 In the event of a Service Interruption, the Operator shall take all reasonable and practicable steps to maintain Services either side of the affected section of the Network, including, where appropriate, local diversions of Services.
- 5.7.2 At least four weeks in advance of a Planned Service Interruption, the Operator shall obtain the Authority's approval for any Variations to Service Specification and/or Network Bus Specification that it intends to operate during the period of disruption.
- 5.7.3 Unless otherwise agreed with the Authority, the Operator shall give at least 10 days' notice to passengers of changes to Services arising from a Planned Service Interruption. The notice shall be provided at all Stops affected, unless otherwise agreed in advance with the Authority, and on the Operator's Website and Apps. In addition, notice shall be provided via Twitter alerts, on-board announcements and Real Time Passenger Information signs as required (see Schedule 14). The Operator shall provide text of the planned notification to the Authority at least two business days in advance of issue of notice to passengers.
- 5.7.4 The Operator shall use all reasonable endeavours to give notice to passengers in the event of unplanned Service Interruptions, including website and Twitter alerts, on-board announcements, notices via Real Time Passenger Information signs (see Schedule 14) and (where feasible in the case of unplanned Service Disruptions lasting longer than five hours) at key Stops affected where Real Time Passenger Information Signs are not provided.
- 5.7.5 In the event that the period of Service Interruption is likely to exceed two weeks, the Operator shall provide the Authority with a revised Timetable to cover the Period of Service Interruption, in accordance with the requirements of Annex B to Schedule 14: Customer Information.
- 5.7.6 The Operator shall notify the Authority in its Period Passenger, Revenue and Ticketing Report of any case in the previous Reporting Period when the Operator accepted Luas or Iarnród Éireann tickets during Luas or Iarnród Éireann service interruptions, and the number of passengers presenting such tickets who were carried on Network Buses in each such instance.
- 5.7.7 Except in respect of approved Variations to Service Specification and/or Network Bus Specification associated with a Planned Service Interruption, the Operator shall not be entitled to additional payment under the Agreement.
- 5.7.8 The Operator shall use reasonable endeavours to mitigate any loss of Fares Revenue arising as a consequence of any Service Interruption.

## **5.8 Public Events**

- 5.8.1 The Operator shall maintain a schedule of upcoming major Public Events relevant to the Network, of which the Operator is aware. These may include but are not limited to: marches, parades, running events, demonstrations, sporting events at the Aviva Stadium and Croke Park, concerts and large events in The O2, Marley Park, Phoenix Park and the RDS, and outdoor public gatherings and festivals or other events. The first such schedule shall be submitted as part of the draft Implementation Plan. The current schedule shall be supplied to the Authority as part of each Period Operations Report.
- 5.8.2 The Authority may request the Operator to provide its reasonable assessment in respect of the likely impact of a Public Event on the Operator's performance of the Services, and the Authority may require the Operator to submit proposals in relation to additional services

associated with the Public Event for Authority approval in accordance with Schedule 23: Variations.

- 5.8.3 The Operator shall use reasonable endeavours to mitigate any loss of Fares Revenue arising as a consequence of any Public Event.
- 5.8.4 Except in respect of additional services approved in accordance with Schedule 23: Variations, the Operator shall not be entitled to any additional payment under the Agreement in relation to a Public Event.

## **5.9 Third Party Liaison**

- 5.9.1 The Operator shall manage liaison with:

- (a) emergency services;
- (b) the Road Safety Authority
- (c) the National Roads Authority or local authority;
- (d) local and national media;
- (e) other bodies as may be necessary

to maximise co-operation and hence Network performance and safety.

- 5.9.2 The Operator shall liaise and co-operate with any Relevant Authority as required from time to time.
- 5.9.3 The Operator shall liaise with and participate in meetings of community groups, business interest groups, policing forums and other public gatherings from time to time on matters relating to the Network.

## **5.10 Severe Weather Management Plan**

- 5.10.1 The Operator shall prepare and implement a Severe Weather Management Plan that sets out its pre-determined actions to providing a response to severe weather events occurring on the Network.
- 5.10.2 The Severe Weather Management Plan shall be part of the Operating Plan.
- 5.10.3 All personnel designated to carry out specific responsibilities under the Severe Weather Management Plan are expected to know and understand the policies and procedures outlined in the Severe Weather Management Plan. The response to any severe weather event shall always be conducted within the framework of this plan.
- 5.10.4 The Severe Weather Management Plan shall focus on actions to be taken by the Operator by way of appropriate response to a severe weather event that has the potential to seriously disrupt the Services and damage public confidence in the Services.
- 5.10.5 The Severe Weather Management Plan shall take into consideration the requirements of "A Framework for Major Emergency Management" (DoE, Dec 2006) and the supporting "Guide to Severe Weather Emergencies" (DoE, Dec 2010) and any later revisions.
- 5.10.6 The Severe Weather Management Plan and associated arrangements shall apply to the following weather events as a minimum:

- (a) Flooding
- (b) Frost/Ice
- (c) Heavy Snow & Freeze/Thaw
- (d) Severe Winds
- (e) Fog
- (f) Thunderstorms
- (g) Heat waves

**Schedule 6:      Safety Management**

## **6.1 General Safety Requirements**

- 6.1.1 The Operator shall be responsible for all safety matters related to the performance of the Services and shall manage on behalf of the Authority all safety requirements related to the contracted bus operations in accordance with all Legal Requirements so as to enable the Authority to comply with its obligations under any relevant Legal Requirements.
- 6.1.2 The Operator shall bear full responsibility for the safety of the contracted bus operations throughout the Contract Period in accordance with the Agreement.
- 6.1.3 Without prejudice to the Operator's general obligation to ensure the safety of the contracted bus operations, the Operator shall:
- (a) comply with Legal Requirements;
  - (b) provide all appropriate measures in the operation of the Network and maintenance of the Network Assets to ensure, so far as reasonably practicable, the safety of all passengers (including different categories of people with reduced mobility), contractors, staff and the general public;
  - (c) consult with and adopt the requirements of the emergency services;
  - (d) take particular care to ensure safety for all passengers at accesses and exits, while waiting, boarding or alighting and when moving along the Network Buses; and
  - (e) have due regard for the safety of third parties, in particular pedestrians and other road users, in the operation of the Network and maintenance of the Network Assets.

## **6.2 Safety Planning**

- 6.2.1 The Operator shall participate in any safety and emergency planning forum together with relevant third parties, which shall include, as a minimum, the Authority and the emergency services. This forum will consider and agree the safety matters and safety risks presented by the contracted bus operations, consult relevant internal and external stakeholders and examine these risks in a thorough manner and plan the appropriate contingencies.

## **6.3 Safety Management**

- 6.3.1 The Operator shall develop safety procedures for the operation of the Network and maintenance of the Network Assets and shall implement the safety procedures throughout the Contract Period.

## **6.4 Legal Requirements**

- 6.4.1 The Operator shall, after prior consultation with the Authority, implement all alterations to the Services which are required by any Legal Requirement which comes into force after the Commencement Date relating to safety.
- 6.4.2 At the Operator's cost, the Operator shall comply and shall procure that Sub-Contractors shall comply with the requirements of all relevant Relevant Authorities

## **6.5 Construction Regulations**

- 6.5.1 The Parties agree that, where the Safety, Health and Welfare at Work (Construction) Regulations 2013, as amended, apply to any activities for which the Operator is responsible

under the Agreement the Operator shall, in relation to those activities, be the "client" as that term is used in those regulations, and shall comply with the Regulations accordingly.

## **6.6 Response to Emergencies**

- 6.6.1 The Operator shall react safely and quickly to emergencies in all aspects of the operation of the Network and maintenance of the Network Assets.
- 6.6.2 The Operator shall co-operate with An Garda Síochána, relevant Fire Brigades and Fire Services and the Relevant Authorities wherever necessary.
- 6.6.3 The Operator shall develop an Emergency Management Plan that sets out its pre-determined actions to providing a response to a major crisis or emergency occurring on the Network ("Emergency Management Plan").
- 6.6.4 In developing the Emergency Management Plan, the Operator shall consult with all Relevant Authorities, emergency services and local authorities.
- 6.6.5 All personnel designated to carry out specific responsibilities under the Emergency Management Plan are expected to know and understand the policies and procedures outlined in the Plan. The response to any major crisis or disturbance shall always be conducted within the framework of the Plan.
- 6.6.6 The Operator shall ensure that all staff are given clear instructions in line with the Emergency Management Plan, including training to deliver public address announcements in a way that avoids causing alarm and that instils confidence in passengers that the matter is under control.

## **6.7 Reporting of Incidents**

- 6.7.1 The Operator shall comply with all Legal Requirements relating to the reporting of accidents, incidents, near misses, fatalities, injuries, diseases and dangerous occurrences. The Operator shall liaise with the Authority in relation to the reporting of any incident and the future measures to be taken to prevent the recurrence thereof.

**Schedule 7:      Environmental Management**



**7.1 Environmental Management System**

- 7.1.1 The Operator shall control all environmental impacts and risks through an Environmental Management System (EMS) and associated Environmental Management Plan (EMP). The Operator shall submit the EMP as part of the Implementation Plan

**7.2 Environmental Management Plan (EMP)**

- 7.2.1 The EMP shall detail the approach to and persons or entities responsible for environmental management for the duration of the Agreement under the following headings:

- (a) environmental policy
- (b) environmental aspects and impacts
- (c) resources, roles responsibility and authority
- (d) competence, training and awareness
- (e) communications
- (f) documentation and control of records
- (g) monitoring and measurement
- (h) environmental risk register
- (i) corrective and preventative actions
- (j) complaints handling
- (k) environmental auditing
- (l) noise and vibration management
- (m) waste management

**7.3 Responsibility for environmental management**

- 7.3.1 The Operator shall designate a member of staff with responsibility for environmental management who shall:
- (a) be a competent person with relevant environmental training and experience;
  - (b) take overall responsibility for environmental issues pertaining to the Agreement;
  - (c) liaise with the Authority on matters pertaining to the environment;
  - (d) be responsible for the management of the EMP;
  - (e) attend environmental meetings with the Authority when required;
  - (f) attend environmental audits;
  - (g) prepare all environmental reports;
  - (h) co-ordinate and/or carry out environmental monitoring and inspections; and

- (i) communicate environmental requirements to all personnel.

#### **7.4 Environmental complaints**

- 7.4.1 The Operator shall develop and implement a complaints procedure for reporting, recording and closing out environmental complaints from the public, including complaints relating to noise and vibration. The environmental complaints procedure shall be included in the EMP.
- 7.4.2 The environmental complaints procedure shall be communicated to all relevant personnel on a regular basis.
- 7.4.3 The Operator shall record all complaints of an environmental nature related to the operation of the Network.
- 7.4.4 All complaints of an environmental nature shall be resolved as soon as is reasonably practicable.
- 7.4.5 Key environmental complaints shall be reported to the Authority in the Quarterly Operations Report.

#### **7.5 Environmental incidents**

- 7.5.1 An environmental incident may include, but is not limited to the following:
- spillage of hazardous materials (as defined by the Waste Management Act, 1996 as amended);
  - any spillage which cannot be rapidly contained and controlled, For example oil spills;
  - inappropriate disposal of waste
- 7.5.2 In the event of an environmental incident, the Operator shall:
- carry out an investigation to identify the nature and cause of the incident and any emission arising;
  - isolate the source of any such emission;
  - evaluate the environmental pollution/ contamination, if any, caused by the incident;
  - identify and execute measures to minimise the emissions and the effects thereof;
  - notify relevant authorities;
  - notify the Authority as soon as practicable.
- 7.5.3 The Operator shall identify and put in place measures to avoid the reoccurrence of the incident.

#### **7.6 Noise and Vibration**

- 7.6.1 The Operator shall at all times minimise noise and vibration related to the Network and Network Assets (including at Depots) and apply best practice noise and vibration management measures.

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- 7.6.2 The Operator shall ensure that monitoring is carried out at locations where complaints pertaining to noise and/or vibration have arisen. The Operator shall undertake any additional noise and vibration monitoring as required by the Authority.

**7.7 Water Pollution**

- 7.7.1 The Operator shall ensure that the provision of the Services does not adversely impact on water quality.
- 7.7.2 The Operator shall ensure that water supply and drainage and effluent discharge arrangements, including disposal of surface water, comply with the requirements of the relevant local authority and any other legal requirement.
- 7.7.3 Any sampling, analyses, measurements, examinations, maintenance and calibrations as required shall be undertaken by trained and competent staff. All analysis shall be undertaken by an accredited laboratory.

**7.8 Waste disposal**

- 7.8.1 The Operator shall prepare a Waste Management Plan (WMP) as part of its EMP.
- 7.8.2 The Operator shall take whatever measures it deems necessary to comply with Legal Requirements whilst taking all practicable and commercially viable approaches to minimising waste, including in its management of contractors.
- 7.8.3 The Operator shall actively discourage fly-tipping at depot sites.

**7.9 Sustainability and energy**

- 7.9.1 The Operator shall aim to keep energy consumption to a minimum.
- 7.9.2 The Operator shall submit regular reports (at a minimum as part of the Q2 and Q4 Quarterly Operations Report) on energy consumption to the Authority.

**7.10 Operator's Environmental Liabilities**

- 7.10.1 The Operator shall take and complete promptly whatever action is required to prevent mitigate or remedy any Environmental Damage in relation to the Network and/or the performance of the Services.
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**Schedule 8:      Ticketing and Fares Collection**

## **8.1 Ticketing Arrangements**

- 8.1.1 The Operator shall procure, make available, charge for and accept tickets of such types, design, fare zone or fare stage validity, time period validity and service validity (including joint tickets with other public transport operators) and fare levels and subject to operational arrangements as may be notified by the Authority to the Operator from time to time.
- 8.1.2 The Authority shall provide the Operator with reasonable prior notice in relation to changes to the tickets and shall consult with the Operator concerning any operational or administrative issues in relation to such changes.
- 8.1.3 The Operator shall provide such assistance to the Authority in establishing the design of tickets to be used on the Network as the Authority may reasonably request.
- 8.1.4 The Operator shall ensure that tickets issued by the Operator comply with Authority design requirements. The Operator shall submit the ticket design, which shall incorporate the “Transport for Ireland” logo for approval by the Authority as part of the Implementation Plan.
- 8.1.5 The Operator shall not make any changes to the approved ticket design without the agreement of the Authority.
- 8.1.6 The Operator shall support and facilitate the use of Leap Cards and shall perform and assume the transport operator obligations that are set out in Schedule Schedule 9: Integrated Ticketing Requirements
- 8.1.7 The Operator shall support and facilitate the use and availability of Tax Saver tickets for the Services and where required shall administer the sale of Tax saver tickets for the Services. The Operator shall fulfil all orders placed by employers, collect payment from employers, and dispatch tickets to employers upon receipt of payment. Such tickets may be in the form of paper tickets or electronic tickets via Leap. The Operator shall cooperate with any system designed by the Authority for the management and delivery of Tax saver tickets.
- 8.1.8 Where the Operator proposes to develop, manage and implement arrangements for the sale of group tickets and bulk tickets, the Operator shall submit a proposal in this regard to the Authority. The Authority may approve the proposal with or without amendments, or it may decide not to approve the proposal.
- 8.1.9 When a large Public Event is scheduled to take place and the Operator anticipates that demand for on-board purchase of bus tickets may have an excessive impact on bus boarding times, the Operator shall arrange, at its own cost, for a mobile ticket kiosk to be located at a suitable point during the period of peak demand to sell tickets to customers. The Operator is responsible for agreeing in advance the location and times of the ticket kiosk, with the relevant local authority or land owner.
- 8.1.10 The Operator shall submit to the Authority for approval its existing and proposed arrangements for sharing revenue from the sale of joint tickets between the Services and other public transport operators in advance of implementation of the proposed arrangements. The Authority may require amendments to the proposed revenue sharing arrangements in advance of approval.
- 8.1.11 The Operator shall submit to the Authority for approval its existing and proposed arrangements for sharing revenue from the sale of joint tickets between the Services and other bus services within the Operator’s business in advance of implementation of the

proposed arrangements. The Authority may require amendments to the proposed revenue sharing arrangements in advance of approval.

- 8.1.12 The Operator shall maintain records of ticketing data and Fares Revenue and provide reports to the Authority at the frequency and with the level of detail required by the Authority. Such reports shall include the Period Passenger, Revenue and Ticketing Report and supporting information as set out in Annex B to Schedule 18: Records and Reporting Requirements.
- 8.1.13 In the event that a customer purchases a ticket or tags on with their Leap Card, and is then unable to make their journey due to a Service Interruption, the Operator shall refund the cost of the journey or Leap Card tag-on to the customer, provided it receives a request from the customer to do so, and subject to the customer providing satisfactory evidence that they were unable to complete their journey by an alternative Network Bus or other public transport operator due to the Service Interruption without incurring additional ticket purchase or Leap Card tag on costs.

## **8.2 Revenue Collection**

- 8.2.1 The Operator shall manage cash collections from Network Buses, Ticket Machines and other locations as may be necessary to enable the Operator to meet its obligations under the Agreement.
- 8.2.2 The Operator shall be compliant with Payment Card Industry (PCI) Data Security Standard (DSS).

## **8.3 Concessionary Schemes**

- 8.3.1 The Operator shall facilitate any travel concession scheme in which CIÉ or the Department of Transport Tourism and Sport or the Authority participates from time to time. The Operator shall provide all information and assistance reasonably required by the Authority in relation to any such scheme. The Operator shall record the Stop at which each passenger using a travel concession scheme boards a Network Bus.
- 8.3.2 The Operator shall cooperate in any survey of passengers undertaken by the Authority, the Department of Social Protection or any other body with responsibility for travel concession schemes, in relation to the use of a travel concession scheme.

## **Schedule 9:      Integrated Ticketing Requirements**

## **9.1 General**

- 9.1.1 The Operator shall comply with the Integrated Ticketing System ('ITS') requirements set out in the 'ITS Requirements' document issued by the Authority pursuant to Section 58 of the Dublin Transport Authority Act 2008, and any amendments to this document that may be issued by the Authority from time to time.
- 9.1.2 In addition to the requirements set out in the "ITS Requirements" document, the Operator shall comply with the supplementary requirements set out in this Schedule 9.

## **9.2 Transaction Data**

- 9.2.1 The Operator shall ensure that the volume of Expired Transactions or Invalid Date Transactions (as reported by the ITS clearing house) shall not exceed 0.2% of the total volume of the Operator's Transactions or 1000 in total on any given day.

## **9.3 Actionlists and Hotlists**

- 9.3.1 By 11:00am each Business Day, or at such time each day as agreed with the Authority, the Operator shall ensure that all of its Card Accepting Devices have successfully implemented an Actionlist and Hotlist that is no older than 48 hours. Where a Card Accepting Device has not successfully implemented the Actionlist and Hotlist the Operator shall record and maintain for a period of 12 (twelve) months such records (and make such records available to the Authority upon request) and shall take all reasonable actions necessary to ensure that any Card Accepting Device that did not successfully implement the latest Actionlist and Hotlist are successfully updated within 24 hours of becoming aware.

## **9.4 Device Configuration Data**

- 9.4.1 By 11:00am each Business Day or at such time each day as agreed with the Authority, the Operator shall ensure that all of its Card Accepting Devices that are in service have activated and are utilising the version of ITS configuration data that is required to be active. Where a Card Accepting Device in live operation was not using the latest version of ITS configuration data the Operator shall record and maintain for a period of 12 (twelve) months such records (and make such records available to the Authority upon request and shall take all reasonable actions necessary to ensure that any Card Accepting Devices that did not successfully implement the latest version of ITS configuration data are successfully updated within 24 hours of becoming aware.

## **9.5 Device Reliability**

- 9.5.1 Each Business Day the Operator shall maintain a record of all device failures occurring in service during the previous Day (where such failure has had the effect of preventing the use of Leap Cards at the device) and retain such records for a period of 12 (twelve) months and shall make such records available to the Authority upon request.

## **9.6 Advance Notice of Changes**

- 9.6.1 The Operator shall, except in case of an emergency release which will be advised to the Authority, notify the Authority in writing a minimum of 5 (five) Working Days in advance of the implementation of any changes to their fare collection system, depot computer system or central computer systems where such change may have a negative effect on the use of Leap Cards by the public. The Operator shall participate in regular Change Control Board meetings to discuss such changes. The Authority shall determine whether such negative effects



occurred based on the topics of contacts to the Leap Card call centre and/or complaints or contacts to the Authority.

- 9.6.2 The Operator shall facilitate access by the Authority or its agents to Operator ticketing systems, to enable further improvements to the Integrated Ticketing System.

## **9.7 Monitoring**

- 9.7.1 The Operator will co-operate with the Authority in monitoring of continuous compliance with these service levels and will furnish quarterly reports on the Key Performance Indicators related to the ITS to include:

- (a) Confirmation of daily check of Transaction Data by 11:00am;
- (b) Confirmation of Transaction Data being uploaded;
- (c) Confirmation of retention of records for Transaction Data;
- (d) Confirmation that Card Accepting Devices have received or successfully implemented Actionlists and Hotlists;
- (e) Confirmation of daily check on receipt and successful implementation of Actionlists and Hotlists by 11:00am;
- (f) Confirmation of retention of records for Actionlists and Hotlists;
- (g) Confirmation of receipt and successful implementation by Card Accepting Devices of the latest Device Configuration Data versions;
- (h) Confirmation of daily check on receipt and implementation of latest Device Configuration versions by 11:00am;
- (i) Confirmation of retention of records for Device Configuration Data;
- (j) Confirmation of daily recording of prior day device failures;
- (k) Confirmation of retention of records for device failure;
- (l) Confirmation of issuing of 5 days' notice of changes to Operator's systems which may impact on Leap Card usage.

- 9.7.2 The Authority reserves the right to further investigate any of the above at any time with a view to improving the ITS.

## **Schedule 10:   Revenue Protection**

## **10.1 Revenue Protection**

10.1.1 The Operator shall enforce the Bye-laws in relation to Ticketing and Standard Fares and shall ensure the following:

- that the fare structure and methods of purchasing tickets are clearly published as described in Schedule 14: Customer Information;
- that customers are made aware, by means of regular advertising campaigns on the Network, of the revenue protection measures in place and the consequences of not having a valid ticket or validated Leap Card.

10.1.2 The Operator shall deploy Revenue Protection Officers on the Network for the purpose of inspecting tickets and issuing Standard Fares to passengers who do not have a valid ticket. Revenue Protection Officers must wear a uniform and carry an ID badge while on duty, except when conducting plain clothes inspections, in which case an ID badge must still be carried.

## **10.2 Standard Fares**

10.2.1 The Operator shall implement the Bye-laws and all Legal Requirements relating to the issue of notices in relation to, making of demands for and collection of Standard Fares.

10.2.2 The Operator shall ensure that proper records of all notices in relation to and demands for Standard Fares issued and Standard Fares paid are kept, and shall provide Standard Fare reports to the Authority at the frequency and with the level of detail required by the Authority. Such reports shall include the reporting requirements under Standard Fares in the Period Passenger, Revenue and Ticketing Report and supporting information as set out in Annex B to Schedule 18: Records and Reporting Requirements.

10.2.3 The Operator shall implement an appeals process for passengers who wish to appeal the imposition of a Standard Fare.

## **10.3 Fare Evasion Surveys**

10.3.1 The Authority may procure an independent contractor to carry out Fare Evasion Surveys on an ad-hoc or on-going basis in order to determine the level of fare evasion on the Network. It is anticipated that each Fare Evasion Survey will be carried out over a Quarter so that a maximum of four Fare Evasion Surveys will be carried out each calendar year.

10.3.2 The Operator shall facilitate access by the Authority's independent contractor to the Network at any time to carry out the Fare Evasion Surveys.

## **10.4 Fare Evasion Survey procedure**

10.4.1 The Fare Evasion Surveys will take place on board buses by means of face-to-face interviews with a randomly selected sample of passengers. The survey sample will be selected using a multi-stage stratified sampling technique. A number of buses will be randomly selected from strata broken down according to route, day type and time band. These buses will be used as a starting point for selecting random clusters of passengers. The results of the Fare Evasion Survey will be weighted by line, day type, time band and trip length to avoid sampling bias.

## **10.5 Sample Size**

- 10.5.1 The number of passengers interviewed during each Fare Evasion Survey will be sufficient to ensure that the overall Fare Evasion Rate for bus services, calculated from each Fare Evasion Survey, shall have an overall sample error of less than 1%.

## 10.6 Fieldwork

- 10.6.1 Surveyors will record the following information for each passenger surveyed:

- If a valid ticket is held, the details of the journey are recorded; including origin and destination, passenger type (adult, student, and child), ticket type and time of inspection.
- If no ticket is held or the ticket shown is invalid, the reason for not holding a ticket or type of invalidity will be recorded, as well as the journey details outlined above.

- 10.6.2 As part of this process the passenger's ticket will be inspected.

## 10.7 Fare Evasion Loss

- 10.7.1 For each passenger surveyed during the Fare Evasion Survey, Fare Evasion Loss is the difference between the fare actually paid by the passenger and the fare that the passenger should have paid, expressed as a proportion of the fare that the passenger should have paid.

- 10.7.2 For passengers with a valid ticket a Fare Evasion Loss of zero is assigned, as no revenue has been lost. If a passenger has no ticket a Fare Evasion Loss of 1 is assigned to indicate that all revenue has been lost.

- 10.7.3 For passengers who have an invalid ticket the Fare Evasion Loss is calculated based on the type of invalidity. For example, an adult passenger in possession of a child ticket is allocated a Fare Evasion Loss based on the difference between the price of the child ticket and the price of the adult ticket for the journey undertaken as follows:

$$\text{Fare Evasion Loss} = (\text{Adult price} - \text{Child price}) / \text{Adult price}$$

For example, if the child fare is €0.90 and the adult fare is €2.40, then a Fare Evasion Loss of  $(2.40 - 0.90) / 2.40 = 0.625$  is allocated, as 62.5% of the correct fare has been lost.

- 10.7.4 A passenger who stays on the Network Bus beyond the point paid for, or an adult passenger incorrectly using a student ticket will be allocated a Fare Evasion Loss based on the difference between the fare paid and the correct fare, using the same method described above.
- 10.7.5 A passenger with a ticket not valid on the service will be allocated a Fare Evasion Loss of 1.

## 10.8 Fare Evasion Rate

- 10.8.1 The Fare Evasion Rate is the average of the Fare Evasion Losses for all passengers surveyed during the Fare Evasion Survey, weighted by route, day type, time band and trip length, and expressed as a percentage.

## 10.9 Fare Evasion Survey Report

- 10.9.1 The Fare Evasion Survey will cover representative operating days, and also cover a representative sample of time periods and services. The survey will be completed by the end of the relevant Quarter. The Authority shall provide the Operator with a report of the results of

each Fare Evasion Survey within twenty Business Days of the completion of the Fare Evasion Survey. The Fare Evasion Survey Report will include the following information:

- the overall Fare Evasion Rate
- the Fare Evasion Rate for each line
- the Fare Evasion Rate broken down by day type and time band
- Breakdown of invalid tickets
- Reasons given for having no ticket

10.9.2 Where the Authority identifies a fare evasion rate in excess of 2% for two or more consecutive Quarters, the Operator will prepare a Rectification Plan in relation to revenue protection procedures for the approval of the Authority.

10.9.3 The performance of the Operator as recorded by the Authority's Fare Evasion Surveys over the previous 4 Quarters will be taken into account in the consideration of any changes to fare levels proposed by the Operator in its Draft Annual Business Plan.

**Schedule 11:    Operation and Maintenance of Network Assets**

## **11.1 General Obligations**

- 11.1.1 The Operator is responsible for ensuring that all Network Assets required in connection with the provision of the Services are operated and maintained in accordance with Good Industry Practice.
- 11.1.2 The cost of maintaining Network Assets and repairing damage to Network Assets, including damage caused by vandalism, and the cost of callouts where no fault is found, shall be borne by the Operator.
- 11.1.3 The Operator shall retain records in relation to Network Assets use, modification, maintenance, repair or replacement.

## **11.2 Authority Network Assets**

- 11.2.1 The Authority may provide certain Network Assets ("Authority Network Assets") to the Operator for use by the Operator in operating the Services, by means of a Grant Agreement as set out in Schedule 28.
- 11.2.2 Certain assets may be designated by the Authority as additions to, enhancement of or replacement of Authority Network Assets.

## **11.3 Audit by the Authority**

- 11.3.1 The Operator shall facilitate audits by the Authority of Authority Network Assets and shall make available any meeting minutes, correspondence, plans and reports in relation to Authority Network Asset operation, modification, maintenance, repair or replacement that the Authority requires in undertaking the audit.

## **11.4 Maintenance of Authority Network Assets**

- 11.4.1 Any Authority Network Asset which is lost or damaged by reason of the Operator, its employees, contractors or agents:
  - (a) carrying out any modification, adjustment, repair or maintenance;
  - (b) failing to install parts for which it has responsibility for installation in a proper and careful manner;
  - (c) failing to look after or to keep the Authority Network Asset securely;
  - (d) failing to exercise due skill and care in handling, or neglecting or misusing, the Authority Network Assetshall be repaired or replaced at the expense of the Operator or, if the Authority requires, the Operator shall pay to the Authority a sum equal to the full replacement value of such Authority Network Asset.

## **11.5 CCTV Equipment**

- 11.5.1 The Operator shall be responsible for the provision, operation and maintenance of CCTV Equipment on board Network Buses.

- 11.5.2 Where screens are provided on board a Network Bus for the display of CCTV images, the Operator shall ensure such screens are operational at all times when the Network Bus is in passenger service.
- 11.5.3 The Operator shall be responsible for the storage of CCTV footage. All CCTV footage shall be retained for a minimum period of 4 days after recording, or other period as may be specified by the Authority.
- 11.5.4 The Operator shall retain specified CCTV footage for longer periods upon Authority request.
- 11.5.5 The Operator shall supply specified CCTV footage to the Authority within 5 Business Days of Authority request, subject to the provision of data protection legislation..
- 11.5.6 The Operator shall be responsible for the management of requests for CCTV footage generated on the Network Buses to assist in accident investigations, and investigation of crimes by Gardaí.

## **11.6 Ticketing Equipment**

- 11.6.1 The Operator shall be responsible for the supply, operation and maintenance of Ticketing Equipment, which shall be to the requirements of the Authority and so approved by the Authority, or the Authority may provide Ticketing Equipment to the Operator, and require the use of the Ticketing Equipment on Network Buses.
- 11.6.2 The Authority may supply the Operator with new Ticketing Equipment, and require the Operator to use the new Ticketing Equipment in operating the Services in accordance with the Authority's requirements.
- 11.6.3 In the event that the Authority provides Ticketing Equipment to the Operator for use on Network Buses, the Authority will require the Operator to operate and maintain the Ticketing Equipment to the appropriate industry standard.
- 11.6.4 The Operator shall ensure that the Ticketing Equipment caters for any changes to fares, the fare structure, ticket types and products in a timely manner.
- 11.6.5 The Operator shall be responsible for the recording and storage of Ticketing Equipment transaction data.
- 11.6.6 The Operator shall make Ticketing Equipment transaction data available to the Authority in a timely manner, in accordance with requirements set out in Schedule 18: Records and Reporting Requirements, and other requirements that the Authority may set out from time to time.
- 11.6.7 The Operator shall co-operate fully with the Authority and its agents or contractors in respect of the introduction of any new types of Ticketing Equipment and, where appropriate, the installation of the same on the Network Buses and at the Operator's depots and other locations as appropriate.

## **11.7 AVL System Equipment**

- 11.7.1 The Operator shall be responsible for the provision, operation and maintenance of AVL System Equipment, in accordance with the requirements of the Authority and as approved by the Authority.



- 11.7.2 The Operator shall be responsible for the recording and storage of AVL System data. The Operator shall make AVL System data available to the Authority in accordance with the requirements set out by the Authority, to enable import of the data into the Authority's Performance Management System.
- 11.7.3 The Authority may supply the Operator with new AVL System Equipment, and require the Operator to use the new AVL System Equipment in operating the Services.
- 11.7.4 The Operator shall co-operate fully with the Authority and its agents or contractors in respect of the introduction of any new types of AVL System Equipment and, where appropriate, the installation of the same on Network Buses and at the Operator's depots and other locations as appropriate.

## **11.8 Reporting**

- 11.8.1 Each Quarter, the Operator shall provide a report on the state of Network Assets, including any issues arising in relation to the operation, maintenance or repair of Network Assets. Issues relating to Authority Network Assets should be presented separately within the report. The report shall be included in the Quarterly Operations Report required under Schedule 18: Records and Reporting Requirements.

## **Schedule 12: Management of Security**

## **12.1 Operator security obligations**

12.1.1 The Operator shall be responsible for the security of the Network Assets, the Operator's staff and members of the public using the Network.

12.1.2 The Operator shall be responsible for

- (a) facilitating, supervising and coordinating the activities of its own resources with An Garda Síochána, and shall make agreements with An Garda Síochána as may be necessary in relation to their policing of the Network to comply with all Legal Requirements.
- (b) proactively managing anti-social behaviour on the Network and vandalism of Network Assets
- (c) reporting crimes and offences on the Network, and aiding the investigating and detection of those crimes and offences
- (d) establishing and participating in An Garda Síochána meetings and community meetings where appropriate
- (e) enforcing all relevant Bye-laws

12.1.3 The Operator shall implement security systems, ensure that all CCTV Equipment, alarms and fencing are properly maintained, and carry out patrols to protect the Network Assets against vandalism and trespass.

## **12.2 Security Management Plan**

12.2.1 The Operator shall prepare a Security Management Plan, which shall form part of the Operating Plan. The Security Management Plan shall

- (a) identify current problems
- (b) focus on means of gathering information about identified problems and analysing them, implementing action plans to prevent recurrence and assessing the outcome for effectiveness.
- (c) set out how the Operator will analyse existing data to establish patterns and trends including type of incident/ event, location, time and other relevant environmental variables.
- (d) be based on proven prevention and problem-solving techniques and shall be flexible so that it is adaptable in a changing environment.

12.2.2 The Security Management Plan shall be updated at regular intervals, and at least annually as part of the Annual Business Plan, taking into account:

- (a) the experiences of passengers as revealed by customer satisfaction surveys, focus groups, passenger complaints and comments and any other information source that provides information on the experience of passengers
- (b) any advice from An Garda Síochána and any other authority on reducing crime and disorder in relation to public transport

(c) the views of the Authority

### **12.3 Vandalism**

- 12.3.1 The Operator shall be responsible for all cleaning and repairs resulting from vandalism damage of the Network Assets. The cost of cleaning or repairing vandalism damage shall be borne by the Operator.
- 12.3.2 The Operator shall maintain the Network Assets to ensure they remain in a state of good repair and free of vandalised equipment and surfaces at all times, and shall ensure a timely response to vandalism incidents.

### **12.4 Security Training**

- 12.4.1 The Operator shall provide an effective training and support programme for staff, to ensure they feel confident to address anti-social behaviour incidents, and command credibility among the travelling public.

### **12.5 Measurement of Anti-social Behaviour and Vandalism**

- 12.5.1 The Operator shall summarise anti-social behaviour and vandalism by category in the Period Operations Report along with a commentary on the overall trend of anti-social behaviour and vandalism of the Network Assets.
- 12.5.2 The Operator shall report all instances where the Operator suspended or diverted Services due to anti-social behaviour or vandalism in the Period Operations Report.

**Schedule 13: Customer Care**

### **13.1 Passengers' Charter**

- 13.1.1 The Operator shall provide and keep updated the Passengers' Charter, outlining its commitments to passengers using the Network, on each anniversary of the Commencement Date, provided always that the Authority has given its prior consent to any such changes (such approval not to be unreasonably withheld or delayed).
- 13.1.2 The Operator shall ensure that copies of the Passengers' Charter are displayed in Irish and English on the Website, at Dublin Bus Head Office and at Stops or on board Network Buses if requested by the Authority. The Operator shall also make paper copies of the Passenger' Charter, including copies in accessible formats, available to passengers upon request.
- 13.1.3 The Operator shall comply with its commitments in the Passengers' Charter throughout the Contract Period.
- 13.1.4 The Operator shall incorporate a summary of passenger rights under EC Regulation 181/2011 in the Passengers' Charter, and shall set out the procedure for making passenger complaints in relation to passenger rights, including contact details, Operator response times and the process for appeals to the Authority, including contact details, in case of dissatisfaction with Operator response,
- 13.1.5 The Operator shall state in the Passengers' Charter that if a customer is unhappy with any aspect of the service, the customer should contact the Operator in the first instance and that in the event that an unsatisfactory response is received from the Operator, the customer should contact the National Transport Authority at [info@nationaltransport.ie](mailto:info@nationaltransport.ie).

### **13.2 Customer Service Policy**

- 13.2.1 The Operator shall develop a Customer Service Policy and shall submit its Customer Service Policy to the Authority for the Authority's approval. The Customer Service Policy shall include but not be limited to the matters set out in sections 13.3 to 13.12 of this Schedule. The Customer Service Policy shall set out the service levels that the Operator intends to achieve in relation to the matters set out in sections 13.3 to 13.12 of this Schedule. The Authority shall provide the Operator with such comments and amendments as it requires in respect of the Customer Service Policy within 20 Business Days of receipt from the Operator.
- 13.2.2 The Customer Service Policy shall include policies for dealing with children that comply with Children First: National Guidance for the Protection and Welfare of Children, 2011.
- 13.2.3 The Operator shall implement the Customer Service Policy throughout the Contract Period. The Parties may agree amendments to the Customer Service Policy from time to time.

### **13.3 Accessibility for customers with disabilities or special needs, or those with reduced mobility**

- 13.3.1 The Operator shall set out in an accessible format, including on its website, its policy regarding accessibility for customers with reduced mobility or who have a particular difficulty when using the Network, including elderly customers, customers with disabilities or special needs, pregnant women, small children and people accompanying them and customers with heavy or cumbersome baggage.
- 13.3.2 The Operator shall ensure that all staff receive disability awareness training that identifies the needs of customers with disabilities or special needs. The Operator shall provide assistance to customers with disabilities or special needs when requested by such customers. The

Operator shall publicise the fact that such assistance is available, if requested, to customers who require it.

13.3.3 The Operator shall arrange quarterly meetings of the accessibility user group, which comprises the Operator and representatives from disability awareness groups in Ireland. The aim of the accessibility user group is to identify issues of concern to passengers with disabilities and special needs and to improve their travel experience on the Network. If requested, the Operator shall arrange for visits by disability awareness groups to familiarise themselves with the Network.

13.3.4 The Operator shall assist the Authority in its attendance at meetings of the Department of Transport, Tourism and Sport's Public Transport Accessibility Committee (PTAC).

#### **13.4 Customer Queries**

13.4.1 The Operator shall ensure that all queries for travel information related to the Services received from customers and members of the public regarding the Services are responded to in a timely manner, without charge to the customer or member of the public.

#### **13.5 Customer Comments and Complaints**

13.5.1 The Operator shall ensure that all comments and complaints received from customers and members of the public regarding the Services are investigated and responded to, without charge to the customer or member of the public. All comments and complaints shall be recorded in a single database of customer comments and complaints. Such records shall include the date of the entry, nature of comment or complaint, time of occurrence where relevant, bus route or stop where relevant, email or postal address, and the response to the comment or complaint.

13.5.2 The Operator shall ensure that automated acknowledgements are sent on the same day to comments and complaints received by email. Following receipt of a comment or a complaint, a Comment Reference Number shall be assigned to the comment or complaint and a response shall be sent within 1 week. If this is not possible, an acknowledgement shall be sent within 1 week and a response or further follow-up within 3 weeks. Written responses shall be via email where possible, or by letter if not. All written responses shall include the Comment Reference Number in the email header, or at the top of the letter. Comments and complaints received in Irish shall be replied to in Irish.

13.5.3 If the subject of a comment or complaint is outside the Operator's responsibility, the response shall include the name and address of the relevant body and, if appropriate, confirmation that the comment or complaint has been passed on.

13.5.4 Customers and members of the public shall be advised, by means of a message to that effect on all Network Buses, Stops where infrastructure for the display of travel information is available, Dublin Bus Head Office and on the Operator Website, that they may submit comments or complaints on the Services to the Operator's customer email address or Customer Service Centre, or via an on-line customer comment/complaint form available on the Operator's Website.

13.5.5 The Operator shall ensure that procedures for dealing with customer comments and complaints are communicated to all customer-facing staff, so that comments are dealt with in a consistent manner by all customer-facing staff.

- 13.5.6 The Operator shall provide such reasonable support and assistance to the Authority as may be requested by the Authority for dealing with comments and complaints from third parties relating to the Network.
- 13.5.7 The Operator shall respond promptly (in any event within one week) and in detail in writing to any comments and queries received from the Department of Transport, Tourism and Sport or any other Relevant Authority. The Operator shall, at the time of responding, provide to the Authority a copy of all such comments and queries and its response.
- 13.5.8 The Operator shall report the volume and nature of customer comments and complaints to the Authority at the frequency and with the level of detail required by the Authority. Such reports shall include the reporting requirements and supporting information set out in Schedule 18: Annex C: Customer Services Period Report.
- 13.5.9 The Operator shall provide on the request of the Authority any records relating to customer complaints or comments.

### **13.6 Database of customer comments and complaints**

- 13.6.1 The Operator shall maintain a database of customer comments and complaints in relation to the Services, and shall record and store all inbound and outbound customer communications related to comments or complaints in the database.
- 13.6.2 The database shall provide storage by contact account for:
- (a) audio files (phone calls, etc.)
  - (b) text files (comments via website, emails, tweets, Facebook comments, direct messages etc.)
  - (c) documents (letters, etc.)
  - (d) forms (contact report, etc.)
- 13.6.3 The Operator and key Authority staff shall have remote access to the database and the facility to run reports drawing on all non-personalised data in the database.
- 13.6.4 The Operator shall submit to the Authority a report summarising the volume and nature of queries, comments and complaints in an agreed format once per Reporting Period. Such reports shall include the reporting requirements and supporting information set out in Schedule 18: Annex C Period Customer Services Report.
- 13.6.5 The Operator shall supply a report on customer queries, comments or complaints in response to an Authority request no later than 10 Business Days after the request. Such reports shall be simple, accessible and intuitive to digest. Such reports shall be in a format proposed by the Operator and approved by the Authority.

### **13.7 Lost Property**

- 13.7.1 The Operator shall develop procedures for dealing with lost property found on the Network, and shall communicate these procedures to all customer-facing staff. The procedures shall be included in the Customer Service Policy. The procedures shall ensure that lost property found by, or handed in to, the Operator's staff on the Network is brought to a secure location and logged. In the event that an item of lost property carries the owner's contact details, the Operator shall make reasonable efforts to contact the owner and inform him or her where and when the item of lost property can be collected.



- 13.7.2 The lost property procedures shall also ensure that any enquiries from customers regarding lost property on the Network are logged and that reasonable efforts are made to match such enquiries with items of lost property that are found by, or handed in to, the Operator's staff on the Network.
- 13.7.3 The Operator shall ensure that customers, wishing to make an enquiry about lost property, are advised, by means of a message to that effect on the Operator website, to contact the Customer Service Centre.
- 13.7.4 The Operator shall provide a Lost Property Office in a central Dublin location, for the collection by customers of lost property items found on the Network.
- 13.7.5 The Operator shall place any lost property found on the Network in the Lost Property Office and it make it available for collection by 14:00hrs the following Business Day.
- 13.7.6 The opening hours of the Lost Property Office shall be 08:45hrs and 17:00hrs, Monday to Friday (except public holidays)
- 13.7.7 Any lost property that is returned to a customer by the Operator shall be done so at a maximum charge to the customer of €2.00.

### **13.8 Operator Customer Service Centre**

- 13.8.1 The Operator shall provide a Customer Service Centre to handle communications from customers and other stakeholders. The Customer Service Centre shall be open for at least the following hours:
- 0830 to 1800 Monday to Saturday (excluding Public Holidays)
  - At specific times when required by the Authority to support special events or in case of serious service disruptions to facilitate customer needs.
- 13.8.2 The opening times for the Customer Service Centre shall be made available on the Operator website, Twitter profile and in email responses
- 13.8.3 The Operator shall provide sufficient customer service staff to respond to customer queries, comments or complaints during these hours. Customer service staff shall deal with customer communications by telephone, email, Twitter tweets and direct messages, on-line comments and complaints form and correspondence by letter.
- 13.8.4 The Operator shall provide a front desk for Customer Services at its Head Office in O'Connell Street. The front desk shall be open for at least the following hours (excluding public holidays):
- 08:30 to 17:30 Monday
  - 09:00 to 17:30 Tuesday to Friday
  - 09:00 to 14:00 on Saturdays
- 13.8.5 The telephone number for customers who wish to contact the Operator shall be a single LoCall (1850) number. The email address shall be customercomment@dublinbus.ie. The Services Twitter Account address, which shall be used for all communications relating to customer services and customer information, shall be @dublinbusnews. No other customer

contact telephone numbers, emails or Twitter accounts shall be published by the Operator without the consent of the Authority. The Customer Service Centre shall deal with customer communications including but not limited to the following:

- (a) Provision of information on all aspects of the Network including Service frequencies, travel time between main Stops, time of first and last Services on a Route, location of stops, connections to local rail or Luas services, etc;
- (b) Provision of information on fare zones, tickets, Leap Cards, means of purchase and payment for all ticket types, and location of ticket agents;
- (c) In the event of service disruptions, advising customers of any delay to service, the reason for the delay, the likely duration of the incident, and alternative travel options if applicable
- (d) Arranging assistance for customers with disabilities or special needs;
- (e) Issuing customer ID cards for use with tickets
- (f) Dealing with payments and appeals relating to Standard Fare Notices;
- (g) Dealing with ticket refunds;
- (h) Handling public complaints;
- (i) Responding to public comments;
- (j) Dealing with lost property enquiries

13.8.6 The Customer Service Centre shall comply with the Transport Operator obligations in relation to customer support services for Leap set out in Schedule 9.

13.8.7 The Operator shall ensure that Customer Service Centre staff shall receive full training relevant to their role. This training shall include but not be limited to:

- (a) Relevant Bye-laws
- (b) Passengers' Charter
- (c) The Operator's Customer Service Policy
- (d) Disability awareness
- (e) Service information: Frequencies, travel time between main Stops, time of first and bus services, location of stops, connections to local bus services, Park and Ride Sites, etc.
- (f) Fare zones/fare stages, tickets, Leap Cards, Ticket Vending Machines, means of purchase and payment for all ticket types, and location of ticket agents;
- (g) Procedure for dealing with Standard Fare Notices
- (h) Procedure for dealing with ticket refunds
- (i) Procedure for dealing with public complaints
- (j) Procedure for dealing with lost property queries
- (k) Procedure for dealing with queries on service disruptions

### **13.9 Social Media**

13.9.1 The Operator shall apply a Social Media policy and guidelines, to be included in its Customer Service Policy, which:

- (a) draws on current social media and customer services best practice
- (b) is reviewed once a year and updated as necessary
- (c) is agreed with the Authority
- (d) details content policy and guidelines
- (e) details monitoring and responding policy and guidelines
- (f) ensures timely response to all queries and complaints
- (g) sets out
  - i. visual appearance
  - ii. information provision policy, in particular in relation to service disruptions

- iii. commenting policy
  - iv. Service promotion policy, including promotional content as instructed by the Authority
  - (h) complies with Transport for Ireland brand guidelines
  - (i) complies with the Authority's Social Media procedures
- 13.9.2 The Operator is responsible for the Services Twitter Account. The Operator shall use the Services Twitter Account to notify followers in a timely manner of disruptions to Services including significant delays or cancellations, as well as upcoming events that may disrupt Services and, where it is necessary to provide additional information, provide a link in the tweet to the relevant location on the Operator Website.
- 13.9.3 The Operator shall respond to customer complaints made via Twitter, providing a link in the tweeted response to the on-line form for customer comments and complaints on the Operator Website.
- 13.9.4 The Operator shall ensure a response is sent to customer enquiries, comments or complaints made via Twitter within 1 hour during Customer Service Centre opening times, and shall endeavour to provide a faster response time if a query is of an urgent nature.
- 13.9.5 The Operator shall ensure that any information that it tweets from the Services Twitter Account is automatically forwarded to Transport for Ireland for inclusion on the Transport for Ireland website (or Transport for Ireland Twitter account) as required by the Authority.
- 13.9.6 The Operator shall use any Facebook account it may maintain in relation to the Services for marketing purposes only, and should include a notice on its Facebook page that comments and complaints in relation to the Services should be made via the on-line customer comments and complaints form on the Operator's website, via email at [customercomment@dublinbus.ie](mailto:customercomment@dublinbus.ie), via the lo-call number.

### **13.10 Dublin Bus Head Office**

- 13.10.1 The Operator shall ensure that staff are available to provide information and assistance to customers during opening hours of the Head Office including but not limited to the following:
- Provision of information on all aspects of the Network including bus frequencies, travel time between main Stops, time of first and last bus services, connections to onward bus or rail services, etc;
  - Advising customers of the correct ticket for their journey;
  - Assisting disabled customers and customers with special needs;
  - Assisting at disruptions to services, incidents or emergency situations, helping customers getting off the Network, directing them to alternative transport;

### **13.11 Bus Drivers and Revenue Protection Officers**

- 13.11.1 The Operator shall ensure that, in addition to driving the bus and Revenue Protection activity, Bus Drivers and Revenue Protection Officers shall provide information and assistance to customers, including but not limited to the following:

- (a) Provision of information on all aspects of the Route, including fares and general bus frequencies, , times of first and last bus services, and where on the route it may connect to onward bus or rail services;
- (b) Advising customers of the correct ticket for their journey;
- (c) Assisting disabled customers and customers with special needs;
- (d) Assisting during disruptions to services, incidents or emergency situations, and directing passengers to alternative transport where available;

13.11.2 The Operator shall ensure that Drivers and Revenue Protection Officers shall receive full training in the legislation relevant to their role.

13.11.3 Training for both Drivers and Revenue Protection Officers shall include but not be limited to:

- (a) Health and Safety;
- (b) relevant Bye-laws;
- (c) Passengers' Charter;
- (d) the Operator's Customer Service Policy;
- (e) Service information: bus frequencies, travel time between main Stops, time of first and last bus services, connections to onward bus and rail services, etc.;
- (f) Fare stages or zones, tickets, Leap Cards;
- (g) conflict handling;
- (h) procedure for dealing with public complaints;
- (i) procedure for dealing with lost property; and
- (j) procedure for reporting incidents and accidents.

13.11.4 Training required for Drivers, but not required for Revenue Protection Officers, shall include but not be limited to disability awareness, and use of wheelchair ramps and lifts.

13.11.5 Training required for Revenue Protection Officers, but not required for Drivers, shall include but not be limited to:

- (a) usage and docking routines for Leap hand held inspection devices; and.
- (b) procedure for issuing Standard Fare Notices.

**Schedule 14: Customer Information**

## 14.1 General

- 14.1.1 The Operator shall designate a member of staff with responsibility for customer information. This member of staff shall liaise with the Authority on all matters relating to customer information, and shall attend meetings with the Authority when required.

## 14.2 Operator Website

- 14.2.1 The Operator shall develop a website ("Website") for the Services to the Authority's requirements and for the approval of the Authority, or modify the current website to the Authority's requirements. The Website shall incorporate, amongst other items, the following requirements of the Authority:
- a) Transport for Ireland National Journey Planner
  - b) Integration with [www.transportforireland.ie](http://www.transportforireland.ie), [www.leapcard.ie](http://www.leapcard.ie), [www.studentleapcard.ie](http://www.studentleapcard.ie), and any other website that the Authority may designate
- 14.2.2 The Website shall contain at least the following content, in accordance with any design guidelines or requirements issued by the Authority, and as agreed with the Authority
- (a) Services
    - i. Journey planner as developed by the Authority
    - ii. Frequencies (for high frequency services) or departure times from each stop (for low frequency services) by time of day, day of week and time of year as relevant.
    - iii. live departure information on bus departure times
    - iv. Service status feature
    - v. forthcoming timetable changes or changes to bus stop locations (at least 10 working days in advance of change implementation)
    - vi. recent timetable changes or changes to bus stop locations (for at least 20 working days after change implementation)
    - vii. Up to date map or maps of the Network, showing key locations served and interchange points for other public transport services
    - viii. Up to date maps of bus services that operate from local areas as defined by or agreed with the Authority
    - ix. Customised map of any bus route included in the Services, specified by user, showing bus stops and fares downstream from a given Stop
    - x. Downloadable versions of certain maps
  - (b) Fares and tickets
    - i. Fares and ticket types for Services (including Leap and multi-Operator fares and tickets)
    - ii. Fare calculator (as developed by the Authority)
    - iii. Information on how and where to purchase tickets, including on-line purchase and top up of Leap Cards, with link to Leap Card website.
    - iv. Bulk and Group ticket sales tool
    - v. Standard Fare on-line payment tool
    - vi. Link to Tax Saver ticket website
  - (c) Relevant sections of the Operator's Customer Service Policy regarding accessibility for customers with reduced mobility or who have a particular difficulty when using the Network, including elderly customers, customers with disabilities or special needs, pregnant women, small children and people accompanying them and customers with heavy or cumbersome baggage.
  - (d) Passengers' Charter

- (e) The Dublin Bus email address, Customer Service Centre LoCall number, postal address and Twitter address.
- (f) Online customer comments/complaints form
- (g) A full set of Operator bye-laws
- (h) Current public consultations on service changes
- (i) Any other content that the Authority may require from time to time.

14.2.3 Where the content in paragraph 14.2.2 is available on the Transport for Ireland website, the Operator may, with the Authority's approval, fulfil the requirements of paragraph 14.2.2 by providing a link to the Transport for Ireland website, or the Authority may require the Operator to fulfil the requirements by providing a link to the Transport for Ireland website.

14.2.4 The Operator shall ensure, unless otherwise agreed with the Authority, that the Website provides the following features and functionality:

- (a) Integration with the operator's database of customer comments and complaints referred to in Schedule 13: Customer Care.
- (b) Integration with social media channels
- (c) Digital and social media share tools
- (d) Google search widget
- (e) Search engine optimisation
- (f) Support WMA or applicable technology
- (g) Seamless integration with other websites as required by the Authority.
- (h) All (communications) industry standard functionality, including support for posting
  - i. Text content
  - ii. Audio files
  - iii. Video files
  - iv. Video streaming
  - v. Still images and graphics
  - vi. Animated images and graphics, i.e. HTML5 or Flash
  - vii. Documents for download, etc.

14.2.5 The Operator shall ensure that the Website is supported by a Content Management System (CMS) that is:

- (a) suitable for use by personnel with limited technical knowledge (i.e. basic PC skills)
- (b) simple, accessible and intuitive to use
- (c) provides restricted content and user levels based content approval process integrated with email notifications
- (d) accessible from mobile devices
- (e) accessible remotely
- (f) compatible with Authority database systems, IT systems and devices
- (g) provides for easy customisation of features
- (h) provides search engine optimisation
- (i) accompanied by a selection of how to / training videos for regular CMS actions
- (j) fully technically supported

14.2.6 The Operator shall provide the Website in desktop and mobile format.

14.2.7 The Operator shall ensure that the Website is available 24 hours a day, 7 days a week throughout the Contract Period.

14.2.8 The Operator shall submit any proposals for changes to the type of content, features, functionality or design of the Website to the Authority for its approval.

14.2.9 The Authority may require the Operator to make alterations or additions to the Website type of content, features, functionality or design.

14.2.10 The Operator shall provide website analytics that provide statistical reporting for all areas of the Website remotely accessible to Authority staff; Google analytics is acceptable.

14.2.11 The Authority may issue guidelines in relation to the type of content, features, functionality and design of the Website, which may supersede some or all of the requirements set out in 14.2.1 to 14.2.10 above. The Operator shall ensure that the design of the Website is in accordance with the guidelines.

### **14.3 Operator Apps**

14.3.1 The Operator shall not develop or amend any Apps in relation to the Services, without the prior approval of the Authority.

14.3.2 The Authority may issue guidelines/requirements in relation to the content, features, functionality and design of the Operator Apps. The Operator shall ensure that the design of Apps is in accordance with the guidelines/requirements.

### **14.4 National Journey Planner**

14.4.1 The Operator shall provide data which supports the Authority's National Journey Planner, in the format set out in Annex B to this Schedule 14.

14.4.2 The Operator shall complete the pro-forma included in Annex C to this Schedule 14, and submit it to the Authority with each set of data provided in accordance with paragraph 14.5.1.

### **14.5 Real Time Passenger Information**

14.5.1 The Operator shall provide data to the Authority to support the Authority's Real Time Passenger Information system in the format and at the times set out in Annex D to this Schedule 14.

### **14.6 Bus stops and stations**

14.6.1 The Operator shall supply the Authority with a schedule of Stop infrastructure and customer information displayed at Stops as part of the information to be provided in relation to the Implementation Plan. The information shall be as set out in Annex A to this Schedule 14.

14.6.2 The Operator shall maintain an up to date version of this information in the Authority's National Public Transport Database.

14.6.3 The Operator is responsible for the provision and posting of travel information (except RTPI) at all Stops, except where otherwise notified by the Authority, or so approved by the Authority.

14.6.4 Unless otherwise agreed with the Authority, all customer information at Stops shall be presented in accordance with the current version of the Authority's "Guidelines for the Creation of Public Transport Information"

14.6.5 The Operator shall ensure that records of all customer information and associated infrastructure provided at Stops are maintained and kept up to date in the Authority's National Public Transport Database, to the requirements set out in Annex A to this schedule 14.



- 14.6.6 The Authority shall supply the Operator with a list of Stops designated by the Authority for customer information provision by Operator.
- 14.6.7 The Authority shall specify the customer information to be displayed by the Operator at each of the Stops.
- 14.6.8 The information that the Authority may specify for display at Stops includes;
- (a) Bus stop flag showing bus stop name, bus stop number, operators and the route numbers of buses stopping to pick up passengers at the Stop
  - (b) Timetables of bus routes serving the Stop
  - (c) Route maps of bus routes serving the Stop
  - (d) Fares for bus routes serving the Stop
  - (e) Maps of public transport services available from the local area
  - (f) Destination finder for public transport services available from local area
  - (g) Geographical Map of local area
- 14.6.9 The Operator shall ensure that all customer information displayed at Stops is up to date.
- 14.6.10 The Operator shall ensure that records of all customer information and associated infrastructure provided at Stops are maintained and kept up to date in the Authority's National Public Transport Database, to the requirements set out in Annex A to this schedule 14. At least 10 days in advance of any planned changes to bus services, serving the Stop, the Operator shall provide information at Stops to inform customers, including but not limited to:
- (a) Changes to Routes, Stop locations, operating hours or frequencies
  - (b) Changes to fares or ticket types
  - (c) Planned Service Interruptions, including the duration of the Planned Service Interruption, the Stops affected, and Service Diversions in place during the planned Service Interruption, including nearby Stops for diverted services, or other nearby public transport services to important destinations served by the Stop.
- 14.6.11 Where a bus pole is present at the Stop, customer information must be displayed on any panels mounted on the poles. Where a bus shelter is present at the Stop and a bus pole is not present, travel information must be displayed on any panels for this purpose mounted on the shelter.
- 14.6.12 No other customer information or other notices, other than information notices required by the Authority, and notices posted in connection with Schedule 15: Marketing, Communication and Public Relations shall be posted on bus stop or shelter panels without the prior approval of the Authority.
- 14.6.13 Where display space is limited, the posting of travel information shall take precedence over Marketing, Communications and Public Relations material.
- 14.6.14 The Operator shall be responsible for the provision and maintenance of customer information display panels and bus stop flag infrastructure at all Stops, unless otherwise specified by the Authority.
- 14.6.15 The Operator shall inspect the customer information displayed at Stops at a minimum every three months. The Operator shall inspect the customer information and display panels containing the information for weathering, wear and tear, cleanliness, vandalism, graffiti, and legibility of the information content. The Operator shall identify those items that need to be replaced and shall replace those items within 10 Business Days of carrying out the inspection.

14.6.16 The Operator shall regularly review and propose changes, removals or additions to Stop names, customer facing code numbers or locations as required, taking into account

- (a) Locations of existing passenger demand
- (b) Locations of new residential, commercial and retail developments likely to generate passenger demand
- (c) Opportunities to interchange with other public transport services

14.6.17 Any proposed changes by the Operator shall be submitted to the Authority for approval at least 10 Business Days in advance of implementation and, where the change requires a Timetable alteration, shall be accompanied by a Timetable Alteration Request as set out in Annex E to Schedule 2 and, where the change constitutes a Variation, shall be accompanied by an Operator Variation Notice as set out in Annex A to Schedule 23. The Operator shall provide the following information in its submission for each Stop, or proposed Stop:

- (a) Existing location and/or proposed location (accuracy within 3 metres);
- (b) Existing name(s) and/or proposed name(s)
- (c) Existing customer facing Stop code number, and/or proposed code number
- (d) Existing bus services stopping (and/or services proposed to stop) at Stop, including services operated by other operators where relevant.

14.6.18 The information in paragraph 14.6.17 above shall be submitted in the format required by the Authority, including via the Authority's Public Transport Services Registration System (PTSR), once the PTSR is implemented.

14.6.19 The Authority may require the Operator to implement changes to Stop names, locations, and customer facing Stop code numbers.

14.6.20 The Authority may, by way of a Variation, require the Operator to move Stop infrastructure, provide additional infrastructure, or remove redundant infrastructure (which may include bus stop poles, flags, shelters or display panels for the provision of travel information).

14.6.21 The Authority may, by way of a Variation, require the Operator to provide Bus Station infrastructure, replace or improve existing infrastructure, or remove redundant infrastructure in relation to the provision of the Services.

## **14.7 Network Buses**

14.7.1 The operator shall display customer information relating to the Services on display panels on board buses, including fares information, and route information, in accordance with the requirements of the Authority

14.7.2 Audio (PA) announcements shall be made on board each Network Bus which shall include the name of the next Stop, in English and Irish, in advance of arrival at the Stop, in accordance with the requirements of the Authority.

14.7.3 During an incident causing delay or disruption to Services or during the post incident service restoration process the Operator shall ensure that public address (PA) announcements are made on Network Buses affected by the incident advising customers of any delay or disruption to service, the reason for the delay or disruption, the likely duration of the incident, and alternative travel options if applicable. PA announcements should also apologise for any delay or disruption caused to customers. The Operator shall ensure that such PA

announcements are repeated at regular intervals, and that any change in incident status is announced without delay

#### **14.8 Annual Customer Information Plan**

- 14.8.1 The Operator shall develop an outline Annual Customer Information Plan for the Services for the forthcoming Contract Year, including key activities and outline costs, including third party costs, and shall submit the outline Plan to the Authority for approval as part of the draft Annual Business Plan.
- 14.8.2 The Operator shall develop and submit a detailed Annual Customer Information Plan for the forthcoming Contract Year as part of the draft Final Annual Business Plan, and in the case of the 2015 Contract Year, as part of the Implementation Plan.
- 14.8.3 The detailed Annual Customer Information Plan shall include a programme and costings for each of
- (a) Preparation of travel information material for display at Stops and Bus Stations and on Network Buses
  - (b) Posting or display of travel information at Stops and Bus Stations and on Network Buses
  - (c) Any infrastructural improvements to support the provision of travel information at Stops , including the provision of new Stop poles, flags, shelters, information display panels, identifying where it is proposed to use Capital Grant funding to carry out these improvements .
  - (d) Maintenance of travel information and display panel infrastructure at bus stops and stations and on Network Buses
  - (e) Leaflets planned for public distribution, setting out, where known, intended content, audiences and estimated print volumes (for forthcoming Contract Year), referring to the Annual Marketing and Communications Plan as required.

## Annex A

### Operator data provision requirements in relation to Stops

The Operator shall provide, or maintain as required, required information for Stops contained in the National Public Transport Database, including the information set out below:

- a) Coordinates of pole (if present) or shelter (if pole is not present) or stopping location (if neither pole nor shelter is present)
- b) Unique customer facing Stop code number
- c) Whether on street/roadside or in a bus or rail station or on private land
- d) Whether pick up only or set down only
- e) Stop kerb bearing (s/w/n/e/sw/se/nw/ne) and type (Kassel, other raised kerb, standard kerb, no kerb);
- f) Stop pole present (Y/N)?
  - a. If yes, photo of pole and owner of pole (if known)
    - i. Is flag present on pole?
      - 1. If yes
        - a. Style of flag (NTA, Operator, other) and photo
        - b. Current content of flag, including list of route numbers
        - c. Last date of posting of content on flag
        - d. Last date of cleaning of bus stop flag
    - ii. Are customer information panels present on pole?
      - 1. If yes
        - a. Number and dimensions of customer information panels and photos
        - b. Current content of each display panel (PDF)
        - c. Last date of posting of content of each display panel
        - d. Last date of cleaning of display panel
- g) Stop shelter present (Y/N)?
  - a. If shelter is present, photo of shelter and owner of shelter (if known)
    - i. Is flag present on shelter?
      - 1. If yes
        - a. Style of flag (NTA, Operator, other) and photo
        - b. Current content of flag, including list of route numbers
        - c. Last date of posting of content on flag
        - d. Last date of cleaning of bus stop flag
    - ii. Are customer information panels present on shelter?
      - 1. If yes
        - a. Number and dimension of customer information panels and photos
        - b. Current content of each display panel (PDF)
        - c. Last date of posting of content of each display panel
        - d. Last date of cleaning of display panel

**Annex B:**

**Operator data provision requirements in relation to National Journey Planner**

**1.1 Operator Point of Contact**

- 1.1.1 The Operator shall nominate a senior officer who will be responsible for liaising with the Authority in relation to the Operator's data obligations in support of the Authority's National Journey Planner and the National Public Transport Database (NPTDb). This officer must be suitably informed and competent in all aspects of public transport data management and data formats.
- 1.1.2 The Operator shall also nominate a deputy officer who will cover the periods when the main officer is on leave from work.
- 1.1.3 The Operator shall provide an email address and direct phone numbers for each officer, including mobile number.

**1.2 Provision of Operator data**

- 1.2.1 The Operator shall provide the following data for the Services to support the provision of customer information in the Authority's National Journey Planner, in the format and to the level of detail required by the Authority, and as specified in section 1.3 and 1.4 below
  - a) Timetable data for the Services
  - b) Fares data
- 1.2.2 At least 10 Business Days in advance of any change in a Timetable, except in cases of unplanned Service Interruptions lasting less than 2 weeks, as set out in section 5 of Schedule 5: Operations Management, the Operator shall provide revised Timetable data in the format specified in Section 1.3 below.
- 1.2.3 Each dataset provided by the Operator must be accompanied by a short metadata statement which shall include:
  - a) Creation date;
  - b) Officer signing off name;
  - c) Why a new dataset was created;
  - d) Validity period

**1.3 Timetable data specifications**

- 1.3.1 The Operator shall provide Timetable data in one of the following formats to be agreed in advance with the Authority:
  - (a) VDV452;
  - (b) DINO VDV452;
  - (c) TransXchange 2.1 or 2.4 (validated against transXchange\_common.xsd schema); or
  - (d) ATCO CIF.
- 1.3.2 Schedule data shall
  - (a) Clearly identify where a stop is set-down or pick-up only.
  - (b) include an identifier attribute which facilitates the unambiguous linking of a SIRI ET real-time feed or VDV454 feed for all Services.

- (c) Clearly identify Timing Points
- (d) be valid for at least 6 (six) months of operation to facilitate journey planning in advance.

#### **1.4 Fitness for Purpose of Operator data**

- 1.4.1 The NPTDb produces a log of warnings and errors when certain Operator data quality checks are not satisfied.
- 1.4.2 When the Authority supplies the Operator of such data quality logs, the Operator Point of Contact shall as a matter of urgency carry out appropriate remedial actions, including any actions that the Authority may specify.

#### **1.5 Quality assurance of schedule data**

- 1.5.1 The Operator is required to verify the accuracy of Timetable data by conducting an audit of Timetable adherence for each route at least twice a year in summer and winter. The Authority may seek additional audits of schedule adherence at other times as it deems appropriate.
- 1.5.2 Audits shall be conducted over 5 (five) days in each season on Tuesdays, Thursdays, Fridays, Saturdays and Sundays.
- 1.5.3 The Operator shall audit all services departing between 07:00 and 09:00, 12:00 and 14:00 and 17:00 and 19:00. The audits shall use the Timetable data trip identifier attribute to associate recorded real time values with the Timetable (reference) dataset.
- 1.5.4 For each Network Bus operating on each Service during the specified time periods, the audit shall examine
  - (a) Timetabled arrival time at each stop en route
  - (b) Timetabled departure time from each stop en route;
  - (c) Recorded arrival time at each stop from AVL data
  - (d) Recorded departure time from each stop from AVL data
- 1.5.5 Within four weeks of the completion of the audit, the Operator shall provide a report to the Authority on the outcome of the audit, which clearly identifies degree of adherence to Timetables, any amendments to the Timetables that the Operator considers appropriate and the proposed dates for implementation of Timetable revisions.

**Annex C****Timetable Alteration Notice Proforma**

<b>Timetable Alteration Notice</b>	
Operator to complete and submit to Authority in advance of implementation of an approved alteration to a Timetable.	
Contract name	
Alteration Notice Number	
Approved Timetable Request number	
Route number and name	
Summary of approved change	
Current Timetable (insert spreadsheet)	
Approved Timetable (insert spreadsheet)	
Approved Timetable implementation date	
Approved Timetable end date (if applicable):	
For Variation, supply Authority Variation Order Number	
Submission date	
Date of receipt of Submission (Authority to complete)	

## **Annex D**

### **Real Time Passenger Information – Operator data provision requirements**

#### **1. Operator Responsibilities**

##### **1.1 The Operator shall:**

- a. nominate a contact point to be available to respond to RTPI related queries and requests and public feedback.
- b. respond to critical RTPI related requests within 24 hours and to non-critical requests or feedback within 5 (five) Working Days.
- c. ensure that the method of estimated arrival time is fit for purpose and the outputs meet RTPI system requirements;
- d. supply accurate data on the estimated arrival time for 99% of all 'in-service' buses for all stops, on time, for all services that are part of the RTPI system;
- e. supply all RTPI data in SIRI SM, SIRI ET, VDV 453 or VDV 454 format or other format as agreed with the Authority;
- f. update the estimated arrival time of each bus according to a polling rate of at least 30 second intervals and with at least a 99% success rate;
- g. ensure the real time data has the accurate clear down of information when a bus arrives at or departs from a stop;
- h. make clear in the data feed which buses are running on-route but are not 'in-service'; i.e. those for which data should not be presented to passengers;
- i. ensure that its real time data will include information on cancellations, curtailments and additional services;
- j. routinely monitor the accuracy of the time estimation system and make necessary improvements;
- k. maintain a minimum 96% rate of buses arriving/departing at a stop within 3 minute of the predicted arrival/departure time
- l. ensure that all drivers and garage staff accurately configure and sign-in to the AVL System and other relevant vehicle or depot systems each time that a Network Bus operates a Service

#### **2. Data Communications**

2.1 The Operator is responsible for the communication of data from buses to its own servers and from its servers to the Authority's central server.

2.2 The Authority is responsible for the communication of data from the central server to on-street RTPI signs, and via the website and SMS services.

#### **3. RTPI System Maintenance**

3.1 Planned updates or maintenance likely to disrupt RTPI data provision should be performed on Sundays or Public Holidays up to 12 noon, or between 11:00 and 13:00 on a weekday if a Sunday is not feasible due to the number of required personnel.

3.2 In the event of planned maintenance or updates likely to affect RTPI data provision, the Operator will notify nominated personnel (listed in Appendix A) at least 5 Working Days prior to the planned maintenance or update.



3.3 Notification of planned updates or maintenance should include:

- (a) what is planned;
- (b) reason and duration;
- (c) likely effect on RTPI data provision;
- (d) whether a follow-on survey of the accuracy of the RTPI data is required; and
- (e) any other follow on measures.

3.4 In the event of unplanned disruptions affecting the provision of reliable RTPI data, the Operator will notify nominated bodies (emails listed in Appendix A) as soon as possible.

3.5 Notification of unplanned disruptions should include:

- (a) what has happened;
- (b) effect on RTPI data provision
- (c) likely duration
- (d) updates on remedial action; and
- (e) any follow on measures required.

#### **4. RTPI Disruption Message Plan**

4.1 In the event of Planned Service Interruptions or other planned Service disruptions or planned RTPI System maintenance or updates, which are likely to affect the accurate provision of RTPI data, the Operator shall prepare an RTPI Disruption Message Plan and submit the Plan to the nominated personnel in the Authority and its agents at least 5 (five) Working Days prior to the date of the planned disruption. The contacts list is in appendix A to this Annex.

4.2 In the event of unplanned Service disruptions likely to affect the accurate provision of RTPI data, or in the event of disruption to the RTPI system likely to significantly affect RTPI data unreliability, the Operator shall prepare a RTPI Disruption Message Plan and notify nominated personnel in the Authority and its agents of the Plan (as listed in Appendix A) as soon as possible. The Operator shall endeavour to implement the Plan within 1 hour of the start of the service disruption.

4.3 The Authority may request changes to an RTPI Disruption Message Plan. The Operator shall use reasonable endeavours to implement any changes to a Plan requested by the Authority.

4.4 An RTPI Disruption Message Plan, shall ensure that Service disruption related messages are provided in the required format to enable display of the message at the relevant times and locations on

- a. RTPI passenger display units
- b. the Operator's Website and Operator Apps
- c. the [www.transportforireland.ie](http://www.transportforireland.ie) website and Transport for Ireland apps.
- d. the Authority's SMS service.

4.5 Each message included in the Plan should be

- a. transport related and of relevance to bus users at the stop in question;
- b. provided in both Irish and English (other than critical messages)
- c. less than 99 characters in both Irish and English form;

4.6 The following hierarchy shall be applied for the display of Service related messages

- a. critical messages relating to current service disruptions (English Only) (e.g. "No Bus Services on Sth. Gt. George's St – closed due to <Cause>");
- b. Messages relating to planned bus service changes or service disruptions (Bi-lingual)

4.7 In the event of current disruptions or changes to the Services, the Operator must provide messages for stops in both the immediate and the wider areas that there is disruption and its cause. The Operator should follow the three distinct classifications of messaging:

- (a) Bus Stops in the **Core Area** not served due to the disruption: A message should be provided for all bus stops affected stating – '<Core Area>Disruption due to <Cause>. No buses serving this stop'. Cancel all bus AVL predictions to these bus stops. Where time and message length permits, state the nearest bus stops in service for the routes affected.
- (b) Bus stops in a wider **Secondary Area** may have a reduced level of service or delays due to the disruption. A scrolling message should be sent to all bus stops in the adjacent area, stating 'Disruption in <Core Area> due to <Cause>. Bus services at this bus stop affected'. In the case of a march to Dail Éireann on Kildare St, for example, the secondary area could be defined as inside the Canals.
- (c) Bus stops in a **Wider Area** may have further effects. In some cases, the impact on Services may extend along the full route, as Network Buses are caught in congestion. Where this happens a message should be sent to all Stops outside the Secondary area where it is felt some impact on Services will be noticed e.g. 'Major City Centre Disruption due to <Cause>. Possible impact to bus services at this bus stop'. AVL predictions should continue for these Stops unless the Operator is satisfied that the level of curtailments and regulations is leading to very unreliable data.

4.8 Sample messages for planned Service disruptions are set out below:

- (a) Christmas Day
  - Season's Greetings. Services resume 26<sup>th</sup> Dec
  - Equivalent message in Irish
- (b) Marathon
  1. For signs in core area, where buses are not serving stops due to Marathon, no RTPi predictions to be shown. Replace with message:
    - Best wishes to all participants in the marathon. Services resume after Marathon. For bus service changes see [www.dublinbus.ie/www.buseireann.ie](http://www.dublinbus.ie/www.buseireann.ie) .
    - Equivalent message in Irish
  2. For signs in secondary/wider area where bus services may be delayed due to Marathon, a scrolling message at bottom of sign:
    - Bus services may be affected by Marathon, see [www.dublinbus.ie/www.buseireann.ie](http://www.dublinbus.ie/www.buseireann.ie)
    - Equivalent message in Irish
- (c) St Patrick's Day Parade
  - i. For signs in core area, where buses are not serving stops due to Parade, no RTPi predictions to be shown. Replace with message
    - Happy Saint Patrick's Day. Services resume after Parade. For bus service changes see [www.dublinbus.ie/www.buseireann.ie](http://www.dublinbus.ie/www.buseireann.ie) .
    - Equivalent message in Irish
  - ii. For signs in secondary area/wider area a scrolling message
    - Services may be affected by parade see [www.dublinbus.ie/www.buseireann.ie](http://www.dublinbus.ie/www.buseireann.ie) for details
    - Equivalent message in Irish

- 4.9 In the event of unreliable RTPI data or failures in RTPI data provision, a message shall be provided for bus stops affected stating “Sorry - no real time bus information is currently available”, and equivalent message in Irish.
- 4.10 The Operator shall notify the Authority and its agents (as listed in Appendix A of this Annex) of the termination date and time of the Message Plan in a timely manner.
- 4.11 During planned maintenance of the system supplying RTPI data, the Operator shall publish a message on all signs affected stating “System maintenance – no real time information currently available”

## **5. Monitoring**

- 5.1 The Authority will collate feedback on the RTPI System based on public feedback form on the [www.transportforireland.ie](http://www.transportforireland.ie) website and independent surveys, and will send this information to the operator on a regular basis. The operator should respond to the Authority within 7 (seven) Business Days, categorising any issues identified (e.g. Schedule calibration, AVL repair, AVL use), proposed remedies implemented and solution timeline.
- 5.2 The Operator will co-operate with the Authority in monitoring of requirements for accuracy and timely delivery of data, and will provide reports as part of its Quarterly Service Quality Performance Report to the Authority to include:
- (a) Availability of real-time data in correct format for in-service buses
  - (b) Average AVL polling rate and success of transmission
  - (c) RTPI Data accuracy emanating from the operator
  - (d) Compliance report regarding AVL control of cancellations, curtailments, diversions, buses not in service and additional services
  - (e) Reports on response to Authority on collated feedback from surveys and public feedback
  - (f) Report on timely notice to the Authority and relevant local authorities and public transport operators of planned service or RTPI System disruptions
  - (g) Report on compliance with RTPI customer message protocol re planned or unplanned service disruptions.
- 5.3 The Authority may require additional data on any of the above at any time with a view to improving the RTPI service.

## Annex D Appendix A – RTPI Contact list as at November 2014

<b>Dublin City Council</b>		
<b>Control Room</b>	<b><u><a href="mailto:rtpi_support@dublincity.ie">rtpi_support@dublincity.ie</a></u></b>	<b>1800 29 39 49</b>
<b>National Transport Authority</b>		
<b>RTPI</b>	<b><u><a href="mailto:rtpi@nationaltransport.ie">rtpi@nationaltransport.ie</a></u></b>	<b>01 8798300</b>
<b>SMS Providers – Open Sky</b>		
<b>Support Help desk</b>	<b><u><a href="mailto:rtpi@openskydata.com">rtpi@openskydata.com</a></u></b>	<b>045 460286</b>

**Schedule 15:   Marketing, Communications and Public Relations**

**15.1 Annual Marketing, Communications and Public Relations Plan**

15.1.1 The Operator shall develop an outline Annual Marketing Communications and Public Relations Plan for the Network for the forthcoming Contract Year, including key activities and outline budgets, including third party costs, and shall submit the outline Plan to the Authority for approval as part of the draft Annual Business Plan.

15.1.2 The Operator shall submit a detailed Annual Marketing, Communications and Public Relations Plan for the forthcoming Contract Year as part of the draft Final Annual Business Plan, and in the case of the 2015 Contract Year, as part of the Implementation Plan. The detailed Plan shall include, but not be limited to:

- a) proposals in relation to the marketing and other promotional activities, including purpose, target audience, commencement date and duration; and
- b) proposals to influence the behaviour of customers in relation to the following:
  - i. Fare compliance
  - ii. Littering
  - iii. Anti-social behaviour
  - iv. Vandalism
  - v. Racism
  - vi. Treatment of the Operator's staff

15.1.3 The detailed Annual Marketing Communications and Public Relations Plan shall describe the measures that the Operator intends to take to influence the aspects of behaviour described in paragraph 15.1.2. Such measures may include, but are not limited to, the following:

- a) Communications via the Operator website and social media
- b) Communications via Stop posters, subject to the limitations in Schedule 13.
- c) Communications via commercial advertising space on the Network Buses.
- d) Liaison with and participation in meetings of community groups, policing forums and other public gatherings on matters relating to the Network
- e) Liaison with schools and youth organisations

- 15.1.4 The detailed Annual Marketing Communications and Public Relations Plan shall include a breakdown of costs, including third party costs that would be incurred in implementing the Plan.

## **15.2 Quarterly Marketing Plan**

- 15.2.1 No later than 25 Business Days before the start of each Quarter, the Operator shall submit a Quarterly Marketing Plan for that Quarter for approval by the Authority setting out:

- a) its proposals in relation to the marketing and other promotional activities to be undertaken by the Operator during that Quarter;
- b) its proposals in relation to the amount to be spent by the Operator on marketing and other promotional activities during that Quarter;
- c) a detailed breakdown of the business case for such proposed marketing and promotional activities during that Quarter; including a review of costs to date versus outline costs in the Annual Marketing, Communications and Public Relations Plan.
- d) a detailed breakdown of costs, including third party costs, that will be incurred in undertaking the proposed marketing and promotional activities during that Quarter;
- e) its proposals for measuring the success of the activity
- f) the measured outcomes of previous Quarterly Marketing Plans
- g) its proposals in relation to the duration of each specific marketing or promotional activity during that Quarter; and
- h) such other matters as the Authority may determine.

- 15.2.2 The Authority may approve the draft Quarterly Marketing Plan, or may require amendments and re-submission of the Quarterly Marketing Plan for approval.

- 15.2.3 Following the approval by the Authority of a Quarterly Marketing Plan, the Operator shall implement such Quarterly Marketing Plan in accordance with its terms.

- 15.2.4 The Operator shall use the Transport for Ireland brand in all marketing and communications related to the Services, in accordance with the Authority's guidelines issued for time to time.

## **15.3 Authority Marketing and Promotions**

- 15.3.1 The Operator shall supply to the Authority a list of assets on Network Buses that are used for customer information, marketing, promotion or advertising as set out in Schedule 4: Implementation Plan

- 15.3.2 The Authority shall specify the marketing and promotional material that it wishes to be displayed by the Operator on each of the Network Buses, the locations on the Network Buses where it wishes to display such material, and the dates during which it wishes to display such material, subject to the provision by the Authority of reasonable advance notice to the Operator.

15.3.3 The Operator shall facilitate the Authority in its promotion of public transport, including but not limited to:

- (a) attendance at customer engagement meetings at Authority offices on a monthly basis
- (b) provision of space on Network Assets for promotional material

#### **15.4 Authority Communications**

15.4.1 The Authority's Head of Communications and Public Affairs shall advise in advance the Operator's Media and Communications Manager of any key press and public communications in relation to the Services.

15.4.2 The Operator shall facilitate any Authority communications on its media channels`.

#### **15.5 Operator Communications**

15.5.1 The Operator's Media and Communications Manager shall liaise with the Authority's Head of Communications and Public Affairs prior to any key press and public communications being made.

15.5.2 Where the Operator proposes to publish marketing, communications or advertising material in relation to fares, it shall do so subject to the approval of the Authority.

15.5.3 The Authority shall facilitate Operator communications on its media channels.



## **Schedule 16: Quality Management**

## **16.1 Quality Management System and Quality Plans**

- 16.1.1 The Operator shall develop and implement a Quality Management System and associated Quality Management Plan. The Operator shall include proposals on how the Quality Management Plan shall be established, and the date of implementation, in the Implementation Plan.
- 16.1.2 The Operator shall, in performing its obligations under the Agreement, comply at all times with the Quality Management Plan.
- 16.1.3 The Quality Management Plan shall reflect all documentation requirements including but not limited to the Safety Management System and the Operating Plan.
- 16.1.4 The Operator shall, from time to time, submit to the Authority:
- the results of any of the Operator's own internal quality audits; and
  - any changes to the Quality Management System or Quality Management Plan.
- 16.1.5 The Operator shall allow its Quality Management System and Quality Management Plan to be audited from time to time by the Authority.
- 16.1.6 Notwithstanding any other provision of this Schedule, the Operator shall provide to the Authority such information as the Authority may reasonably require demonstrating compliance with the Agreement.
- 16.1.7 The Quality Management System to be implemented by the Operator shall be based upon the following principles:
- (a) Appropriate procedures to achieve the requirements of the Agreement;
  - (b) Provision of relevant training for all levels of management, staff, agents, and contractors to implement and fulfil the requirements of the Agreement;
  - (c) Allocation of sufficient resources including appropriate management resources to implement and fulfil the requirements of the Agreement;
  - (d) Preparation and maintenance of appropriate quality records to demonstrate full compliance with the Quality Management System and customer requirements;
  - (e) Preparation and maintenance of appropriate organisational charts including a quality organisation chart to identify the responsibilities, authority and interrelation of all personnel who manage, perform and verify work affecting quality. This chart shall identify the Operator's staff member responsible for quality;
  - (f) Appropriate audit arrangements to demonstrate compliance with Quality Management System and the Agreement;
  - (g) Appropriate monitoring of the Operator's Sub-Contractors' quality systems and arrangements to ensure that such Sub-Contractors' quality management systems.

**Schedule 17: Annual Business Plan**

## **17.1 Purpose and Overview**

- 17.1.1 The Annual Business Plan forms the framework by which the Authority can review business targets on an annual basis with the Operator.
- 17.1.2 The Authority shall use the information contained in the approved Annual Business Plan Authority to determine approved Fares and the Base Yearly Payment to the Operator for provision of Services.
- 17.1.3 In advance of preparation of the draft Annual Business Plan and the final draft Annual Business Plan, the Operator shall agree with the Authority the assumptions to be made regarding the PSO Compensation Amount available for the forthcoming Contract Year, as set out in Clause 27 of this Agreement.
- 17.1.4 The Annual Business Plan shall cover the following Contract Year in sufficient detail to assure the Authority that the operator has sufficient resources to fulfil its immediate contractual commitments. Any required funding for implementation of the above Plan should be identified where appropriate.

## **17.2 Content**

- 17.2.1 The Annual Business Plan shall include the following sections:
- Executive Summary;
  - Introduction
  - Review
    - Review of recent trends in passenger numbers and revenues, capital investments and operating costs, with commentary on financial performance and value for money spent.
    - Review of recent operational performance against KPI targets Vision/Mission/Priorities; Review of business priorities including current strengths, weaknesses, opportunities and threats. Commentary on matching of service levels/capacity and passenger demand
    - A report on progress in meeting the targets set out in the Cost Efficiency Plan
  - Look ahead to next Contract Year, as set out in paragraph 17.2.2
  - Plans for next Contract Year
    - Annual Marketing, Communications and Public Relations Plan
    - Annual Customer Information Plan
    - Fleet improvement plan
    - Proposals on how contractual performance targets will be achieved or exceeded, incorporating where appropriate a business improvement plan or plans
    - An updated Cost Efficiency Plan
    - Where relevant: Additional areas may be reported on within the Annual Business Plan according to relative importance in the specified period of the plan, which may include:
      - Safety, environment, quality and security
      - Organisation/Management/Staff
  - Look ahead to end of Contract Period
    - A medium term plan, outlining anticipated service levels, fares, capital and operating costs and revenues for Services, up to the end of the Contract Period.

17.2.2 The “Look Ahead to next Contract Year” section of the Business Plan referred to in paragraph 17.2.1 above, shall include the following key elements for the following Contract Year

- (a) Forecast capital expenditure related to the Services (clearly identifying expenditure items and the anticipated funding sources for each item, including forecast Capital Grants funding from the Authority)
- (b) Total Operating Price for Services set out in Table 20-1 of Schedule 20, indexed in accordance with the methodology set out in section 20.6 of Schedule 20.
- (c) the Price associated with approved Variations, itemised, and indexed in accordance with the methodology set out in section 20.6 of Schedule 20.
- (d) Operator’s anticipated costs, assuming current service specifications, and taking into account:
  - i. taxation changes with material operating cost implications (not captured in the indexation approach in section 20.6 of Schedule 20)
  - ii. changes in Legal Requirements with material operating cost implications
- (e) Proposed Variations including variations to service specifications, and the impact of such Variations on costs and revenues, assuming no change to fare structures and levels. All proposed Variations within the draft Annual Business Plan shall be submitted in accordance with the requirements of Schedule 23: Variations.
- (f) Details of any known Planned Events that are likely to result in the curtailment or diversion of Services.
- (g) Forecast PSO Compensation from the Authority
- (h) Proposed fares structures and levels
- (i) Forecast Revenues under the following three scenarios –
  - a. assuming current fares structures and levels and current service specifications, with forecast patronage for this scenario
  - b. assuming fares levels increase by CPI and current service specifications, , with forecast patronage for this scenario
  - c. assuming proposed fares structures and levels and current service specifications with forecast patronage for this scenario
- (j) For each of the scenarios in (i) above, the Operator should include:
  - a. anticipated Fare Revenue
  - b. anticipated DSP Payment for concessionary travel
  - c. anticipated Standard Fares Revenue
  - d. anticipated revenue from on-board advertising
  - e. anticipated revenue from “off bus” advertising (at stops, shelters or stations)
  - f. Other anticipated revenues associated with the operation of Services
- (k) Forecast Positive Financial Effects due to network integration and other effects
- (l) Timelines for any major Operator projects related to the Services
- (m) Forecasts of performance against the performance indicators set out in Schedule 19

### **17.3 Calculation of Maximum Yearly Payment**

17.3.1 The Maximum Yearly Payment for the following Contract Year shall be calculated by the Authority, following the submission of the draft Annual Business Plan.

17.3.2 The Maximum Yearly Payment shall be the sum of

- (a) the lesser of
  - i. Total Operating Price, indexed in accordance with section 20.6 of Schedule 20: Payment Mechanism plus the price for approved Variations, itemised, and indexed in accordance with the methodology set out in section 20.6 of Schedule 20;
  - or
  - ii. Operators anticipated costs, as set out in paragraph 17.2.2 (d)

*plus*

- (b) the price for any proposed Variations included in the draft Annual Business Plan which the Authority decides to approve in accordance with Schedule 23:Variations;

*less*

- (c) anticipated revenues, including Fares Revenues associated with the fares determination made by the Authority;

*less*

- (d) Forecast Positive Financial Effects

*less*

- (e) adjustments for profit for the previous Contract Year or Contract Years in excess of Reasonable Profit that the Authority may deem appropriate, using the methodology set out in Schedule 22: Net Financial Effect Report;

*and*

- (f) any other payment adjustments contemplated by this Agreement, including adjustments that the Authority may deem appropriate under the "Forecast Operating Cost" headings set out in paragraph 17.2.2 (d) above.

#### **17.4 Submission Dates and Approval**

- 17.4.1 No later than the 31<sup>st</sup> July of each year, the Operator shall submit a draft Annual Business Plan for the forthcoming Contract Year, containing outline information under all the headings in paragraph 17.2.1 and 17.2.2, and detailed information in relation to 17.2.2 (b), 17.2.2(c), 17.2.2 (j) and 17.2.2 (m)
- 17.4.2 If the Authority has reason to believe that any element of the draft Annual Business Plan has either not been compiled in accordance with the Agreement or has been based on erroneous information or data, they may require the Operator to correct the errors and re-submit the draft Annual Business Plan within ten Business Days of being notified.
- 17.4.3 No later than the end of October of each year, the Authority shall inform the Operator of its decision in relation to Variation proposals contained within the draft Annual Business Plan, and shall confirm the Maximum Yearly Payment and Fares Determination for the following Contract Year.
- 17.4.4 No later than the 15<sup>th</sup> November of each year the Operator shall submit a draft Final Annual Business Plan, containing detailed information under all the headings in paragraphs 17.2.1 and 17.2.2, taking into account the Authority's decisions in relation to Fares, Maximum Yearly Payment and proposed Variations for the following Contract Year.
- 17.4.5 If the Authority has reason to believe that any element of the draft Final Annual Business Plan has either not been compiled in accordance with the Agreement or has been based on erroneous information or data, they may require the Operator to correct the errors and re-submit the draft Annual Business Plan within ten Business Days of being notified.
- 17.4.6 The Authority shall approve the draft Final Annual Business Plan, with or without amendments, within 10 Business Days of receipt, and it shall become the Annual Business Plan.

**Schedule 18:   Records and Reporting Requirements**

**18.1 Records to be Kept**

18.1.1 Retention of records in electronic form only is acceptable, provided that

- (a) the Operator maintains any software licences and hardware required to access the records in a timely manner if required
- (b) retention in paper format is not a Legal Requirement.

18.1.2 The Operator shall maintain the following records for a period of no less than 7 years after the end of the year to which such Records relate:

- (a) Contracts not under seal entered into by the Operator in relation to the Services (where contracts are entered into under seal same shall be maintained for 13 years)
- (b) financial records

18.1.3 The Operator shall maintain the following records for a period of no less than 2 years after the Expiry Date or the termination of this Agreement (save for those records relating to incidents involving minors which must be maintained until the minor has attained 21 years):

- records relating to incidents or accidents, the investigation thereof and correspondence with local authorities, the Gardai, the Health and Safety Authority (HSA) and other third parties in relation thereto
- records relating to any legal actions brought against the Operator in relation to the Network or Network Assets
- records required by the Operator's Safety Management System
- records on condition of assets, including maintenance work undertaken on Authority Network Assets
- training records,
- Commercial Vehicle Roadworthiness (CVR) Test pass rates and statistics on failures
- Required Insurance Policies
- Any records required to be kept pursuant to a Legal Requirement or the requirements of a Relevant Authority
- Any records which the Authority reasonably requires the Operator to keep or that the Operator is reasonably required to keep in order to meet a Legal Requirement (upon the Authority, or the Operator) or the requirements of a Relevant Authority or other public authority

18.1.4 The Operator shall maintain the following records for a period of no less than 2 years after the date to which such Records relate:

- records relating to passenger and third party comments, queries and complaints
- records of correspondence and dealings with the Authority
- records of dealings with public liaison committees, public representatives and public interest groups

18.1.5 The Operator shall retain a record of all Leap Card Accepting Device failures for a period of 12 months.



18.1.6 All records kept by the Operator shall be made available to the Authority within ten Business Days upon request, or other reasonable timescale where agreed with the Authority..

18.1.7 The Operator shall, upon expiry of the Agreement, hand over to the Authority such records as the Authority requests and shall licence the Authority to use any software or information system required to access and extract the records for a period of at least 1 year following the Expiry Date at no cost to the Authority.

## **18.2 Period Operations Report**

18.2.1 The Operator shall, within fifteen Business Days after the end of each Reporting Period provide a Period Operations Report to the Authority. The Period Operations Report shall be in a format notified by the Authority to the Operator from time to time.

18.2.2 The Period Operations Report shall include for each Reporting Period

- An executive summary detailing key operational matters on the Network during the Reporting Period, identifying those within and outside the control of the Operator
- A summary of any major infrastructural projects on or near the Network affecting Services
- A summary of major Public Events on or near the Network, that affected Services
- A summary of numbers of Network Buses by depot available for service each day
- Any human resources issues including industrial relations disputes affecting the Network
- Early warning of works, events or human resource issues likely to disrupt Services and proposed measures to mitigate.
- A summary of customer service performance including complaints received
- Sections of routes where buses have been unable to pick up passengers due to capacity constraints, identified by route, section, time and frequency of occurrence.
- A summary of sub-contracted Network Buses by Depot and reasons for sub-contracting
- Any other issues relevant to the performance of the Agreement or other items required by the Authority from time to time
- A supporting spreadsheet (reporting template contained in Annex A to this Schedule 18) providing detail in relation to certain items above

## **18.3 Period Passenger, Revenue and Ticketing Report**

18.3.1 The Operator shall, within 15 Business Days after the end of each Reporting Period provide a Passenger, Revenue and Ticketing Report to the Authority. The Report shall be in a format notified by the Authority to the Operator from time to time.

18.3.2 The Report shall include

- a summary of passengers carried during Reporting Period by Route
- a summary of revenue collected during the Reporting Period, by Route
- a summary of revenue protection during the Reporting Period including Standard Fares issued
- a summary of ticket sales during the Reporting Period

- a summary of ticket sales and ticket use by ticket type (final Period in each Quarter only, to cover the Reporting Periods in the Quarter)
- cases in the previous Reporting Period when the Operator accepted Luas or Iarnród Éireann tickets during Luas or Iarnród Éireann service interruptions, and the number of passengers showing such tickets who were carried on Network Buses in each instance.
- Any other issues relevant to the performance of the Agreement or other items required by the Authority from time to time
- A supporting spreadsheet (reporting template contained in Annex B to this Schedule 18) providing detail in relation to certain items above

#### **18.4 Period Customer Services Report**

- 18.4.1 The Operator shall, within 15 Business Days after the end of each Reporting Period, provide a Period Customer Services Report for the previous Reporting Period to the Authority. The Report shall be in a format notified by the Authority to the Operator from time to time.
- 18.4.2 The Period Customer Services Report shall include a supporting spreadsheet. The reporting template for this spreadsheet is contained in Annex C to this Schedule 18.

#### **18.5 Quarterly Operations Report**

- 18.5.1 The Operator shall, within 30 Business Days of the end of the previous Quarter, provide a report on certain operational aspects of the Services, including a summary of
- (a) Fleet size and age profile (at end of Quarter)
  - (b) Percentage of operated Network Buses cleaned inside and out each day in previous Quarter
  - (c) A summary of safety performance (including vehicle collision and passenger accidents) and summary of security performance (including vandalism and anti-social behaviour).
  - (d) A summary of environmental performance during the previous Quarter, including energy consumption, fuel efficiency, waste generation and emissions and noise and vibration reports (required for Q2 and Q4 Quarterly Operations Reports only).
  - (e) any environmental complaints (including noise and vibration complaints) received
  - (f) DoE test pass rates for Network Buses, with categorisation of reasons for test failures (required for Q2 Operations Report and Q4 Operations Report only).
  - (g) any significant issues related to the maintenance of Network Assets, including buses and other equipment and infrastructure relating to the provision of Services
  - (h) State of Network Assets, and any issues arising in relation to Network Assets that may affect provision of the Services.

A summary of dealings with public liaison committees, public representatives and public interest groups  
The Operator shall complete a supporting spreadsheet template (included in Annex D to this Schedule 18) providing detail in relation to certain items above

#### **18.6 Quarterly Cost Report**

- 18.6.1 The Operator shall, within 30 Business Days of the end of the previous Quarter, provide a Quarterly Cost Report on operating costs for the previous Quarter.

18.6.2 The Quarterly Cost Report shall contain a summary of the costs incurred in the previous Quarter by category including

- (a) A list of PSO services provided from each depot
- (b) Direct Costs of providing services (by depot)
- (c) Network Bus costs
- (d) Depot Overhead costs
- (e) Regional, central and CIE office Overhead costs
- (f) Capital Expenditure
- (g) Claims
- (h) Reports on equivalent costs for non-PSO operations, to enable Authority understanding of allocation of costs between PSO and non-PSO operations
- (i) A supporting spreadsheet (reporting template contained in Annex E to this Schedule 18) providing detail in relation to certain items above

#### **18.7 Period Punctuality Performance Report**

18.7.1 The Authority shall issue a Finalised Performance Report and an Assessment Period Report and a Payment Report, which shall include the punctuality performance of the Services and related Punctuality Performance Deductions for the previous Period, to the Operator within 15 Business Days of the end of the previous Period.

18.7.2 Subject to paragraph 18.7.1. the Operator shall submit a Punctuality Performance Report to the Authority within 20 Business Days of the end of the previous Period, which shall be in a format notified by the Authority to the Operator from time to time. It shall set out contractual performance against the KPI targets set out in Tables 19-2 for the previous Reporting Period. It shall set out Punctuality Performance Deductions for the previous Reporting Period and the overall Punctuality Performance Payment due for that Reporting Period. The Punctuality Performance Report shall include supporting detail including a performance report spreadsheet, using the Punctuality Performance Report spreadsheet template in Annex F of Schedule 18.

#### **18.8 Quarterly Service Quality Performance Report**

18.8.1 The Authority shall issue the Operator a Service Quality Survey Report, setting out the results of surveys, inspections and audits of service quality undertaken by or on behalf of the Authority in the previous Quarter in relation to each of the items in paragraphs 19.10 to 19.21 of Schedule 19: Performance Payments and Deductions, within 15 Business Days of the end of the previous Quarter.

18.8.2 The Operator shall submit a Service Quality Performance Report within 20 Business Days of the end of the previous Quarter, incorporating the results of the Service Quality Survey Report and setting out details of its performance for each Service Quality Indicator that it is required to measure, as set out in Schedule 19 for that Quarter.

18.8.3 The Service Quality Performance Report shall be in a format notified by the Authority to the Operator from time to time. It shall set out contractual performance against KPI Service Quality Indicators set out in Table 19-3 of Schedule 19 for the previous Quarter. It shall set out all Service Quality Payments due for the previous Quarter and the overall Service Quality Performance Payment due for that Quarter.

18.8.4 The Report shall include supporting detail including a performance report spreadsheet, using the Service Quality Performance Report template in Annex G of this Schedule 18.

#### **18.9 Report corrections**

18.9.1 If the Authority has reason to believe that any element of the Operator Reports set out in 18.2 to 18.8 above has either not been compiled in accordance with the Agreement or has been based on erroneous information or data, they may require the Operator to correct the errors and re-submit the Report within five Business Days of being notified.

#### **18.10 Report preparation methodology**

18.10.1 The Operator shall not make any change in Report preparation methodology, or in the method of cost allocation or revenue allocation used to generate cost and revenue reports, from that in the approved Implementation Plan without prior Authority approval.

18.10.2 In the event that the Operator wishes to propose an alteration to the methodology used to prepare a Report, the Operator shall submit a request to the Authority, for Authority approval. At a minimum the request is to contain:

- (a) The rationale for the alteration plus any background information;
- (b) An assessment of the impact of the alteration on results.

**Annex A- Period Operations Report spreadsheet template (to follow)**

**Annex B - Period Passenger, Revenue and Ticketing Report spreadsheet template (to follow)**

**Annex C – Period Customer Services Report spreadsheet template (to follow)**

**Annex D- Quarterly Operations Report spreadsheet template (to follow)**

**Annex E- Quarterly Cost Report spreadsheet template (to follow)**

**Annex F – Punctuality Performance Report spreadsheet template (to follow)**

**Annex G – Service Quality Performance Report spreadsheet template (to follow)**

**Schedule 19: Performance Payments and Deductions**

## **19.1 Maximum Performance Payments**

The Authority shall pay a Punctuality Performance Payment in respect of each Reporting Period, equivalent to 5% of the Maximum Period Payment, adjusted for Punctuality Performance Deductions as set out in paragraphs 19.5 to 19.9 of this Schedule 19.

19.1.1 The Authority shall pay a Service Quality Performance Payment in respect of each Quarter, equivalent to 5% of the Maximum Quarterly Payment, adjusted for Service Quality Performance Deductions as set out in paragraphs 19.10 to 19.21 of this Schedule 19.

## **19.2 The Lost Kilometres Deduction**

19.2.1 The Operator shall be required to operate 100% of Scheduled Service Kilometres (the “Lost Kilometres Standard”) in each Reporting Period. If a journey fails to operate, or does not operate fully, then the Operator shall record the Scheduled Service Kilometres not operated by that Trip (“Lost Service Kilometres”) and the cause of the Lost Service Kilometres.

19.2.2 The Operator shall supply the Authority with the following data for each Reporting Period, categorised by Day, Service and Trip:

- (a) A full set of Planned data for each Service operated, consistent with the Timetable data supplied for the National Journey Planner in accordance with Annex B of Schedule 14: Customer Information for the relevant Reporting Period;
- (b) a full set of on-board AVL data recorded for each Service operated; and
- (c) the cause of any Lost Service kilometres, or missing data.

The data shall be supplied in a format and to a timescale notified by the Authority to the Operator from time to time.

19.2.3 Where a Relief Event occurs in the previous Reporting Period, the Operator may submit supplemental information to the Authority in relation to the Event, including location time and duration of Service disruption due to the Event. The Authority shall consider such supplemental information and may exempt the Services affected from Lost Kilometres Deduction calculations.

19.2.4 The Authority shall supply to the Operator with codes for the categorisation of the causes of Lost Service Kilometres. The Authority may from time to time supply a revised set of cause code categories.

19.2.5 The Operator shall categorise all Lost Kilometres or missing data using the cause codes supplied by the Authority, to enable the Authority to determine those Lost Kilometres which the Operator wishes to treat as Non-Deductible Lost Kilometres, because the reason for the failure to operate was outside their control. The remaining Lost Service Kilometres shall be treated as Deductible Lost Service Kilometres. The claim for Non-Deductible Lost Service Kilometres will be verified by the Authority; where a claim is not accepted this will be notified to the Operator, who will make an appropriate adjustment to the calculation of Deductible Lost Service Kilometres in the next Reporting Period.

19.2.6 The Lost Kilometres Deduction for each Reporting Period shall be the Deductible Lost Service Kilometres for that Reporting Period multiplied by

- a) 50% the Direct Operating Price per Scheduled Service Kilometre set out in Schedule 20, Indexed, where Lost Kilometres are 5% or less than the Scheduled Service Kilometres for the Reporting Period.
- b) 100% of the Direct Operating Price per Scheduled Service Kilometre set out in Schedule 20, Indexed, where Lost Kilometres in a Reporting Period are over 5% of the Scheduled Service Kilometres for the Reporting Period

19.2.7 The Authority shall notify the Operator of the Lost Kilometres Deduction for the previous Reporting Period within 10 Business Days of the provision by the Operator of the data for that Reporting Period set out in paragraph 19.2.2 above.



### 19.3 Performance Deductions

19.3.1 Punctuality Performance Deductions shall apply in cases where punctuality of the Services falls below the standards set out in paragraphs 19.5 to 19.9 of this Schedule 19.

19.3.2 Service Quality Performance Deductions shall apply as set out in paragraphs 19.10 to 19.21 of this Schedule 19.

### 19.4 KPI Classes

19.4.1 Each Key Performance Indicator (KPI) related to each Performance Standard is assigned a KPI Class. The KPI Classes are set out in Table 19.1 below.

19.4.2 Items in the KPI list, the KPI Class to which they belong and the Performance Points that apply to each KPI item may be varied by the Authority during the Contract Period.

KPI Class	Description	Management
Class 1	The measurement, management, reporting and achievement of the KPI must be met by the Operator and failure to meet the KPI requirement shall result in a reduced Performance Payment	Operator may also be required to develop and implement a Rectification Plan. A Rectification Plan shall contain a report of relevant incident(s), with an explanation for occurrence and remedial action proposed to ensure the KPI is met. A Rectification Date shall be stated in the Rectification Plan by which time the Operator expects to meet the KPI requirement. Each Rectification Plan shall be submitted to the Authority for approval prior to implementation.
Class 2	The measurement, management, reporting and achievement of the KPI must be met by the Operator and failure to meet the KPI requirement shall result in application of Performance Points.	Operator may also be required to develop and implement a Rectification Plan. Rectification Plan shall contain a report of relevant incident(s), with an explanation for occurrence and remedial action proposed to ensure the KPI is met. A Rectification Date shall be stated in the Rectification Plan by which time the Operator expects to meet the KPI requirement. Each Rectification Plan shall be submitted to the Authority for approval prior to implementation. Performance points incurred following a Rectification Plan Rectification Date shall be twice the value of points incurred for the same failure prior to this date.
Class 3	The measurement, management, reporting and achievement of the KPI must be met by the Operator and failures to meet the KPI requirement may result in a requirement to develop a Rectification Plan.	Rectification Plan shall contain a report of relevant incident(s), with an explanation for occurrence and remedial action proposed to ensure the KPI is met. A Rectification Date shall be stated in the Rectification Plan by which time the Operator expects to meet the KPI requirement. Each Rectification Plan shall be submitted to the Authority for approval prior to implementation  Failure to meet the KPI requirement <u>subsequent to approved Rectification Date</u> may result in application of Performance Points.

Table 19-1: KPI Classes Description and Management

## **19.5 Punctuality Payment Deductions**

- 19.5.1 The Punctuality Payment Deductions to be applied to the Punctuality Payment each Reporting Period shall be the sum of
- (a) the Early/Late Departure Deduction;
  - (b) the Excess Waiting Time (EWT) Deduction (for defined high frequency services)
  - (c) the Low Frequency Punctuality Deduction (for defined low frequency services)
  - (d) the Missed Connection Deduction
- 19.5.2 The maximum Punctuality Performance Deductions for each Reporting Period shall be 5% the Maximum Period Payment.
- 19.5.3 The Authority may vary the methodology for monitoring punctuality performance or the Performance Standard to be applied at any time during the Contract Period.
- 19.5.4 Where a Service Interruption associated with a Public Event or an exceptional event of significant duration, which is outside the control of the Operator, occurs in the previous Reporting Period and has demonstrable Network wide effects on Service punctuality, the Operator may submit supplemental information to the Authority in relation to the event, including location time and duration of Service disruption due to the event. The Authority shall consider such supplemental information and may exempt the Services affected from Punctuality Performance Deduction calculations.
- 19.5.5 Where a Relief Notice has been issued in relation to a Relief Event in the previous Reporting Period, the Operator shall submit supplemental information to the Authority in relation to the Event, including location time and duration of Service disruption due to the Relief Event. The Authority shall consider such supplemental information and account shall be taken of Services affected in calculating Punctuality Performance Deduction for that Reporting Period.

## **19.6 The Early/Late Departure Deduction**

- 19.6.1 The Operator shall ensure that the first and last Trips each day from each terminus depart from the terminus no more than one minute early or five minutes late. This shall constitute the "Early/Late Departure Standard".
- 19.6.2 The Operator shall identify Early or Late Departures for each Reporting Period categorised by Day, Service, and Trip and by cause, in a format and to a timescale notified by the Authority to the Operator from time to time.
- 19.6.3 The Operator should indicate those Trips which they wish to treat as Non-Deductible Early/Late Departures, because the reason for the failure to operate on time was outside their control. The remaining Early/Late Departures shall be treated as Deductible Early/Late Departures.
- 19.6.4 The Early/Late Departure Deduction for each Reporting Period shall be calculated by multiplying the number of Deductible Early/Late Departures that failed to meet the Early/Late Departure Standard during the Reporting Period by €100, Indexed.

**19.7 The Excess Waiting Time (EWT) Deduction (High Frequency services)**

- 19.7.1 Service punctuality for High Frequency services shall be measured by means of Excess Waiting Time ("EWT").
- 19.7.2 The EWT Deduction shall only apply to high frequency services specified as such in the Agreement, generally those operating four departures per hour or more in the inter-peak ("Valley") period.
- 19.7.3 The Authority shall designate a number of Stops ("Timing Points") on routes where EWT, in each direction, is to be calculated. The Authority may change some or all of the Timing Points from time to time.
- 19.7.4 EWT = Average Actual Waiting Time ("AWT") less Scheduled Waiting Time ("SWT").

AWT shall be derived from the formula:

$$AWT = \frac{\sum_{n=1}^{NA} (HA_n)^2}{2x \sum_{n=1}^{NA} HA_n}$$

where,

NA = The number of Actual Headways observed at the Timing Points during the Reporting Period

HAn = The value, in minutes, of each actual Headway (n = 1 to NA) observed at the Timing Points during the Reporting Period

SWT shall be derived from the formula:

$$SWT = \frac{\sum_{n=1}^{NS} (HS_n)^2}{2x \sum_{n=1}^{NS} HS_n}$$

where,

NS = The number of scheduled Headways at the Timing Points during the Reporting Period

HSn = The value, in minutes, of each scheduled Headway (n = 1 to NS) scheduled at the Timing Points during the Reporting Period

- 19.7.5 The Operator shall be required to achieve an the EWT Standard set out in for each Reporting Period, averaged across all the Timing Points for high frequency services defined in Schedule 2: Service Specification for that Reporting Period.
- 19.7.6 The Authority shall extract an EWT Report from the Authority's AVL Data Management System each Reporting Period, and supply the EWT Report to the Operator. The EWT Report shall show EWT for the Reporting Period averaged across all the Timing Points for all Services for that Reporting Period.
- 19.7.7 The Operator shall include in each Period Punctuality Performance Report a summary of the EWT Report for that Reporting Period showing the EWT achieved by the Operator in that Reporting Period, and the EWT deductions application.

- 19.7.8 The EWT deduction for each Reporting Period shall be calculated by comparing the EWT for the Reporting Period with the EWT Standard. To the extent that the Operator exceeds the EWT Standard in a Reporting Period then the Operator shall be liable to an EWT Deduction.
- 19.7.9 For each 0.1 minute that EWT is higher than the EWT Standard, a deduction of 0.2% of the Maximum Period Payment for High Frequency Services for that Reporting Period shall apply, up to a maximum of 5% of the Maximum Period Payment for High Frequency Services. The Maximum Period Payment for High Frequency Services is defined as the number of Scheduled Service Kilometres for the High Frequency Routes specified in Annex A of Schedule 2 for the relevant Reporting Period, divided by the total number of Scheduled Service Kilometres for the relevant Reporting Period.
- 19.7.10 The Operator shall include in each Period Punctuality Performance Report a summary of the EWT performance taken from the EWT Report for that Reporting Period.

#### **19.8 Low Frequency Punctuality Deduction (Low Frequency Services)**

- 19.8.1 The Low Frequency Punctuality Deduction shall only apply to Low Frequency Services specified as such in Schedule 2: Service Specification, generally those operating no more than three departures per hour in the inter-peak ("Valley") period.
- 19.8.2 For Low Frequency Services (where the emphasis is on the provision of punctual services), the percentage of buses operating "on-time" shall be calculated, by comparing the actual observed departure times from Timing Points specified by the Authority, with the specified departure times set out in the Working Timetable. A bus will be regarded as "on time" if it departs from a specified timing point not more than two minutes early or not more than five minutes late against the Working Timetable. A maximum percentage of departures as set out in Table 19.3 shall be permitted to fail the requirement to operate "on time" (as defined above) without the operator being subject to a deduction, in any one Reporting Period.
- 19.8.3 Thereafter, for each full 2% of departures failing to operate "on time" in that Reporting Period, a payment deduction equivalent to 1% of the Maximum Period Payment for low frequency services for the Reporting Period shall be made by the Authority, up to a maximum of 5% of the Maximum Period Payment for Low Frequency Services. The Maximum Period Payment for Low Frequency Services is defined as the number of Scheduled Service Kilometres for the Low Frequency Routes specified in Annex A of Schedule 2 for the relevant Reporting Period, divided by the total number of Scheduled Service Kilometres for the relevant Reporting Period..
- 19.8.4 The Authority shall extract a Low Frequency Services Punctuality Report from the Authority's AVL Data Management System each Reporting Period, and supply the Report to the Operator. The Report shall show punctuality for the Reporting Period averaged across all the Timing Points for all Services for that Reporting Period.
- 19.8.5 The Operator shall include in each Punctuality Performance Report a summary of the punctuality performance taken from the Low Frequency Services Punctuality Report for that Reporting Period.

#### **19.9 Missed Connection Deduction (certain Low Frequency Services)**

- 19.9.1 On some services it will be important that connections are made with other buses and/or other modes. These will be specifically highlighted on the appropriate service specification sheet in Annex A of Schedule 2.

- 19.9.2 Failure to fulfil a Guaranteed Connection will result in a deduction as set out in Table 19-3.
- 19.9.3 Journeys running late because they have waited for a Guaranteed Connection be excluded from the Low Frequency Punctuality Deduction (per section 19.8) or will be excluded from the EWT Deduction calculations (per Section 19.7).. It is the responsibility of the Operator to notify the Authority of such services in its Period Punctuality Performance Report.
- 19.9.4 The Operator shall include in each Punctuality Performance Report a list of Services for which Missed Connection Deductions apply, and calculations showing the resultant Missed Connection Deduction.

INDICATOR	KPI CLASS	PERFORMANCE MEASUREMENT METHODOLOGY	PERFORMANCE STANDARD	DEDUCTION
P.1 Early/Late Departure	1	First or last departure departs Terminus no earlier than one minute before scheduled departure time and no later than five minutes after scheduled departure time, excluding Non-Deductible early or late departures, due to circumstances outside operator control, which must be documented in each case.	See Performance Measurement Methodology	€100 per early or late departure
P.2 Excess Waiting Time (defined frequent services)	1	See text in section 19.7 above	Excess Waiting Time no greater than [TBC] minutes on a network wide basis each reporting period	See 19.7 above.
P.3 Punctuality (defined less frequent services)	1	{TBC}% of journeys no later than 1 minute before or 5.59 mins after scheduled time at specified timing point(s)	[TBC]% each reporting period	See 19.8 above.
P.4 Missed connections (certain less frequent services)	1	Specific guaranteed connections are stipulated in Schedule 2  Operator will supply list of guaranteed connections failed. A penalty deduction shall be made, except in extenuating circumstances.  Where an Operator wishes to claim extenuating circumstances, a full description of the reasons for the failure shall be provided for verification by the Authority. In any case, no departure from a guaranteed connection point should be delayed more 15 minutes awaiting an in-coming connection; such cases should be reported with reasons for failure to connect and should be classified as non-deductible		Per incident: €250

Table 19-2: Key Performance Indicators – Excess Waiting Time, Punctuality, Missed Connection

**19.10 Service Quality Performance Deduction**

19.10.1 A Service Quality Performance Deduction is made for failure to meet or exceed standards set for Service Quality in each Quarter.

19.10.2 The maximum Service Quality Deduction to be applied under each indicator is as follows:

Service Quality Indicator	Maximum Deduction (% of Maximum Quarterly Payment)
RTPI Data Performance	1.0%
Leap Card Scheme Performance	1.0%
Journey Planner Data Performance	0.7%
Bus Vehicle Performance	0.3%
Bus Equipment Performance	0.3%
Bus Driver Performance	0.15%
Cleanliness Performance	0.2%
Customer Care Performance	0.4%
Customer Information Performance	0.5%
Stop Maintenance Performance	0.3%
Report Provision Performance	0.15%
<b>Total</b>	<b>5%</b>

Table 19-3: Service Quality Indicators and maximum deductions

19.10.3 The Operator shall monitor and report its performance in relation to each of the Service Quality Indicators as set out in Section 19.11 to 19.21, where it is indicated that Operator monitoring and reporting is required.

19.10.4 The Authority shall monitor and report on the Operator's performance in relation to each of the Service Quality Indicators as set out in Section 19.11 to 19.21, where it is indicated that Authority monitoring and reporting is required.

19.10.5 The Authority may vary the methodology for monitoring performance against any of the above indicators, the performance points to be applied and the threshold for which Performance Deductions will apply at any time during the Contract Period.

19.10.6 The Authority reserves the right to audit any Operator reports in relation to Service Quality Indicators.

### 19.11 RTPI Data Performance

19.11.1 The Maximum RTPI Data Performance Deduction as set out in Table 19-3 is applied if 4 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Maximum RTPI Data Performance Deduction is applied if 2 to 3 Performance Points are accumulated under this heading in any one Quarter. No RTPI Data Performance Deduction is applied if 1 or less Performance Point is accumulated under this heading in any one Quarter.

Indicator	KPI Class	Requirement	Performance points
RT.1 Provision of Operator data to support provision of accurate real-time information by the Authority	3	<p>Operator to</p> <p>1.1 ensure that data for the Services required by the Authority to enable display of real time information is supplied to the Authority and available in the correct format for use by Authority customer facing channels including Apps and RTPI signs, 98% of the time.</p> <p>1.2 meet the requirement of 96% of Services within the "Correct" time (i.e. within +/- 3 minutes of time calculated from Operator data and shown on</p> <ul style="list-style-type: none"> <li>- Transport for Ireland App</li> <li>- RTPI signs (if present at Stops).</li> </ul> <p>Methodology: Operator reports and Authority surveys and audits of Apps, website and Stops undertaken and reported to Operator each period. Performance points would be applied to each full percentage point below 96% for "Correct" arrival time, averaged over each Quarter. The percentage "Correct" results for each period would be obtained by averaging results observed on Apps and results observed at Stops with RTPI signs. Results outside "Correct" time that the Operator can demonstrate are due to Authority or third part cause are not included for purposes of Performance Point calculations.</p>	<p>1 for each 0.1% percentage point below 98% availability <u>subsequent to approved Rectification Plan Rectification Date.</u></p> <p>1 for each full percentage point below 96% "Correct" arrival times, <u>subsequent to approved Rectification Plan Rectification Date.</u></p>



## 19.12 Leap Card Performance

19.12.1 The Leap Card Performance Maximum Deduction as set out in Table 19-3 is applied if 15 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Leap Card Performance Maximum Deduction is applied if 8 to 14 Performance Points are accumulated under this heading in any one Quarter. No Leap Card Performance Deduction is applied if 7 or less Performance Points are accumulated under this heading in any one Quarter,

Indicator	KPI Class	Requirement	Performance points (Performance points if incurred after Rectification Plan Rectification Date)
LC.1 Provision of required Leap Card data to Authority	2	Operator to	
		1.1 Upload transaction data (Schedule 9, Section 2)	3 (6) per failure incident
		1.2 Ensure Card Accepting Devices receive and successfully implement Actionlists and Hotlists (schedule 9, Section 3)	3 (6) per failure incident
		1.3 Ensure Card Accepting Devices receive and successfully implement latest Device Configuration Data version (Schedule 9, Section 4)	4(8) per failure incident
		1.4 Give 5 days' notice of changes to Operator's systems which may impact on Leap Card usage (Schedule 9, Section 6)	4 (8) per failure incident
		Methodology: Authority to record instances of failure each Quarter	

### 19.13 Journey Planner Data Performance

19.13.1 The Journey Planner Data Performance Maximum Deduction as set out in Table 19-3 is applied if 3 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Journey Planner Performance Maximum Deduction is applied if 1 to 2 Performance Points are accumulated under this heading in any one Quarter. No Journey Planner Performance Deduction is applied if 1 or less Performance Point is accumulated under this heading in any one Quarter.

Indicator	KPI Class	Requirement	Performance points (Performance points if incurred after Rectification Plan Rectification Date)
JP.1 Provision of required data to support provision of National Journey Planner by the Authority	2	<p>Operator to:</p> <p>1.1 Supply schedule data 10 business days in advance of changes to services (Schedule 14 Annex B Section 1.2)</p> <p>1.2 Provide Schedule data in approved format (Schedule 14 Annex B, Section 1.3)</p> <p>1.3 Satisfy other requirements for schedule data (Schedule 14 Annex B, Section 1.4 and 1.5)</p> <p>Methodology: Authority or its agents to record and report on instances of failure each quarter. Performance Points are accumulated over the Periods in each Quarter.</p>	<p>1 (2)</p> <p>1 (2)</p> <p>1 (2)</p>

**19.14 Bus Vehicle Performance Deduction**

19.14.1 The Bus Vehicle Performance Maximum Deduction as set out in Table 19-3 is applied if 7 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Bus Vehicle Performance Maximum Deduction is applied if 4 to 6 Performance Points are accumulated under this heading in any one Quarter. No Bus Vehicle Performance Deduction is applied if 3 or less Performance Points are accumulated under this heading in any one Quarter.

Indicator	KPI Class		Performance Points (Performance points if incurred after Rectification Plan Rectification Date)
V.1  Bus Vehicle	2	<p>Network Bus is operated in accordance with Network Bus Specification set out in Schedule 3.</p> <ol style="list-style-type: none"> <li>1. External branding and livery</li> <li>2. Specified vehicle capacity for route and time</li> <li>3. Age</li> <li>4. Correct number of doors</li> </ol> <p>Methodology: Quarterly NTA Mystery shopper survey or inspections. Survey/inspections shall be undertaken by NTA or its agents.</p>	<p>1 (2)</p> <p>1 (2)</p> <p>1 (2)</p> <p>1(2)</p> <p>1(2)</p> <p>Applied to each full % of failures recorded in each of relevant categories.</p>

**19.15 Bus Equipment Performance Deduction**

19.15.1 The Bus Equipment Performance Maximum Deduction as set out in Table 19-3 is applied if 10.5 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Bus Equipment Performance Maximum Deduction is applied if 5.5 to 10 Performance Points are accumulated under this heading in any one Quarter. No Bus Equipment Performance Deduction is applied if 5 or less Performance Points are accumulated under this heading in any one Quarter.

Indicator	KPI Class		Performance Points (Performance points if incurred after Rectification Plan Rectification Date)
E.1  Bus Equipment	2	<p>Equipment on-board meets the with Network Bus Specifications in Schedule 3 and is functioning and in use</p> <ol style="list-style-type: none"> <li>1. Centre doors operating correctly, and used by driver at all stops where passengers disembark, where it is safe to do so.</li> <li>2. Wheelchair ramp is operating correctly and used by driver on passenger request</li> <li>3. Next stop display is operating correctly</li> <li>4. Next stop audio announcement is operating correctly</li> <li>5. Route number and destination displayed correctly on front, side and rear of bus as appropriate</li> <li>6. On board CCTV screen working</li> <li>7. Required Authority posters are displayed correctly</li> <li>8. Ticket machine functions properly</li> <li>9. Leap Card validator functions properly</li> </ol> <p>Methodology: Quarterly Mystery shopper survey or inspections. Survey/inspections shall be undertaken by NTA or its agents.</p>	<p>1(2)</p> <p>2(4)</p> <p>1(2)</p> <p>1(2)</p> <p>1(2)</p> <p>1 (2)</p> <p>1(2)</p> <p>2 (4)</p> <p>2 (4)</p> <p>Applied to each full % of failures recorded in each of relevant categories. Note: only applied to Network Buses where relevant equipment is installed and/or specified as a requirement in Schedule 3: Network Bus specification</p>

**19.16 Bus Driver Performance Deduction**

19.16.1 The Bus Driver Equipment Performance Maximum Deduction as set out in Table 19-3 is applied if 13 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Bus Driver Performance Maximum Deduction is applied if 7 to 12 Performance Points are accumulated under this heading in any one Quarter. No Bus Driver Performance Deduction is applied if 6 or less Performance Points are accumulated under this heading in any one Quarter.

Indicator	KPI Class		Performance Points (Performance points if incurred after Rectification Plan Rectification Date)
D.1  Bus driver	2	Driver <ol style="list-style-type: none"> <li>1. Is helpful, courteous and polite</li> <li>2. Is well presented</li> <li>3. Drives the bus in a smooth manner that doesn't unduly result in passenger discomfort</li> <li>4. When stopping at a bus stop, pulls into kerb where possible</li> <li>5. Stops to pick up passengers at Stop on passenger request, when bus is not full</li> </ol> Methodology: Quarterly Mystery shopper survey or inspections. Survey/inspections shall be undertaken by NTA or its agents.	1 (2) 1 (2) 1 (2) 1 (2) 1 (2)  Applied to each full % of failures recorded in each of relevant categories.

**19.17 Cleanliness Performance Deduction**

19.17.1 The Cleanliness Performance Maximum Deduction as set out in Table 19-3 is applied if 15 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Cleanliness Performance Maximum Deduction is applied if 8 to 14 Performance Points are accumulated under this heading in any one Quarter. No Cleanliness Performance Deduction is applied if 7 or less Performance Points are accumulated under this heading in any one Quarter.

Indicator	KPI Class		Performance Points (Performance points if incurred after Rectification Plan Rectification Date)
C.1  Bus Cleanliness	2	Category <ol style="list-style-type: none"> <li>1. Seats and surfaces are clean</li> <li>2. Seats are in a good state of repair</li> <li>3. Windows are clean on inside and outside</li> <li>4. Exterior of bus is clean</li> </ol> Methodology: Quarterly Mystery shopper survey or inspections. Survey/inspections shall be undertaken by NTA or its agents.	1 (2) 1 (2) 1 (2) 1 (2)  Applied to each full % of failures recorded in each of relevant categories.

Indicator	KPI Class		Performance Points (Performance points if incurred after Rectification Plan Rectification Date)
C.2  Station Cleanliness (BE only) or Dublin Bus Head Office Customer Area Cleanliness (DB only)	2	Category <ol style="list-style-type: none"> <li>1. Seats and surfaces are clean</li> <li>2. Seats and surfaces are in a good state of repair</li> <li>3. Windows are clean on inside</li> <li>4. Exterior of station is clean</li> <li>5. Toilets (where available) are open and clean</li> </ol> Methodology: Quarterly Mystery shopper survey or inspections. Survey/inspections shall be undertaken by NTA or its agents.	1 (2) 1 (2) 1 (2) 1 (2) 1 (2)  Applied to each full % of failures recorded in each of relevant categories.

## 19.18 Customer Service Performance

19.18.1 The Customer Service Performance Maximum Deduction as set out in Table 19-4 is applied in full if 10 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Customer Service Performance Maximum Deduction is applied if 10 Performance Points or less are accumulated under this heading in any one Quarter. No Customer Service Performance Deduction is applied if 5 or less Performance Points are accumulated under this heading in any one Quarter.

Indicator	KPI Class		Performance points (Performance points incurred after Rectification Plan Rectification Date)
CS.1 Customer service desk opening hours	2	Dublin Bus head office customer service desk is open to customers during the opening hours set out in Schedule 14.  Customer Services Report to contain time and duration of all instances where customer service desk was not open to customers during the opening hours set out in Schedule 14.	1 (2) per failure
CS.2 Customer Service Centre opening hours	2	Customer Service Centre is open to receive customer telephone calls, emails and Tweets during advertised opening hours (set out in Schedule 13).  Customer Services Report to contain time and duration of all instances where Customer Service Centre was not open to customers during the opening hours set out in Schedule 14.	1 (2) per failure
CS.3 Customer complaints acknowledgement response times	2	Operator to acknowledge complaints received from public within the following timescales of receipt <ul style="list-style-type: none"> <li>- Letters – X business days <b>(to be agreed with Operator)</b></li> <li>- Emails – 1 business day</li> <li>- Tweets to @dublinbusnews – Tweet an acknowledgement with a link to operator's on-line complaints form within X business hours <b>(to be agreed with Operator)</b></li> </ul> Customer services Report to contain percentage of incidents where complaints acknowledged on time for each case.	1 (2) point(s) per % below 99% in each case
CS.4 Customer complaints substantive response times	2	Operator to investigate customer complaints, and issue a substantive response where possible within 5 business days of receipt. If this is not possible, a response delay notification shall be sent, and a substantive response shall be sent within 15 Business Days of complaint receipt Customer Services Report to contain percentage of incidents (a) where substantive responses were issued within (i) 5 days, and (ii) 15 days, and (b) response delay notifications were issued within 5 Business Days where substantive response not possible within 5 Business Days.	1(2) point(s) per % below 96%

Indicator	KPI Class		Performance points (Performance points incurred after Rectification Plan Rectification Date)
CS.5 Customer Service Centre automated answer	2	Operator to ensure 99% of calls to the Customer Service Centre are answered by a holding message within 10 seconds (excluding calls already answered within that time by a person).  Customer Services Report to contain percentage of relevant calls answered on time by holding message.	1 (2) point(s) per % below 99%
CS.6 Customer Service Centre person answer	2	Operator to ensure 90% of calls to the Customer Service Centre are answered by a person within 60 seconds.  Customer services Report to contain percentage of relevant calls answered on time by person.	1(2) point(s) per % below 90%
CS.7 Lost property office opening hours	2	Lost Property Office is open to public during advertised hours Customer Services Report to contain time and duration of all instances where Customer Service Centre was not open to customers during the opening hours set out in Schedule 14.	1 (2) point(s)



## 19.19 Customer Information Performance

19.19.1 The Customer Information Performance Maximum Deduction as set out in Table 19-3 is applied if 10 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Customer Information Performance Maximum Deduction is applied if between 5.5 and 10 Performance Points are accumulated under this heading in any one Quarter. No Customer Information Performance Deduction is applied if 5 or less Performance Points are accumulated under this heading in any one Quarter,

19.19.2 Indicators for Customer Information at Stops and on board Network Buses are presented below

Indicator	KPI Class		Performance Points (Performance points if incurred after Rectification Plan Rectification Date)
CI.1 Bus fares	2	A copy of current fares for the service shall be displayed prominently at the entrance to the bus, or be available for customer inspection from driver on 99% of in service Network Buses.  Methodology: Quarterly Mystery Shopper survey (NTA).or ad-hoc audits by Authority or its agents.	1 (2) point(s) for each % below 99%
CI.2 Customer information at bus stops	2	Up to date customer information is provided on bus stop flags and display panels in place at 99% of Stops, in accordance with the requirements set out in Annex A to Schedule 14.  Methodology: Operator to record in Authority Bus Stop Database. Operator to report % of Stops where up-to-date customer information is not provided in Operations Report (Quarterly). Results may be audited by Quarterly Mystery Shopper survey (NTA) or ad-hoc audits by Authority or its agents.	1 (2) point(s) for each % below 99%
CI.3 Bus Stop Database maintenance	2	Maintain up to date information in the Bus Stop Database for Stops in accordance with requirements set out in Annex A to Schedule 14  Methodology: Ad-hoc checks by the Authority or its agent.	1 (2) points for each failure incident

19.19.3 Indicators for Customer Information on Operator Website and Apps are presented below:

Indicator	KPI Class		Performance Points (Performance points if incurred after Rectification Plan Rectification Date)
CI.4 Operator Website and App	2	<p>Operator to meet the following requirements</p> <ul style="list-style-type: none"> <li>a) Up to date customer facing content is provided on Operator Website and App in accordance with the Authority requirements including in relation to Journey Planning and Integrated Ticketing and Fares, and including those set out Schedule 14 Section 3.</li> <li>b) Operator Website and app functionality to be in accordance with Authority functionality requirements including those set out in Schedule 14 Section 3</li> <li>c) Website and app design, including transport branding, to be in accordance with Authority requirements including those set out in Schedule 14 Section 3.</li> <li>d) No changes to Operator Website content, functionality or design are to be made without prior Authority approval.</li> </ul> <p>Methodology: Ad-hoc audits of Operator Website and App content, functionality and design by Authority</p>	<p>2 (4)</p> <p>2 (4)</p> <p>2(4)</p> <p>2(4) Note: 2 additional Performance points apply for each instance for each full week of non-compliance following date of notification by Authority</p>
CI.5 Operator Website availability	2	<p>Operator website and Apps to be available for customer use and fully functional 99.5% of time.</p> <p>Methodology: Operator to report in Operations Report (quarterly) all instances where Operator Website or App was not available in previous Quarter, showing time of day and duration of unavailability. Results may be audited by ad-hoc Authority audits or by Quarterly Mystery Shopper survey (NTA).</p>	1 (2) point(s) for each % below 99.5%
CI.6 Advance announcement of timetable changes	2	<p>Timetable changes to be announced on the Operator Website as early as possible and not less than 10 business days in advance of the changes taking place.</p> <p>Methodology: Operator to report in Operations Report (quarterly) all instances where Operator website did not contain announcement of timetable change 10 business days in advance of changes taking place. Results may be audited by ad-hoc Authority audits or by Quarterly Mystery Shopper survey (NTA).</p>	0.5 (1) points for each day delay in announcement
CI.7 Advance announcement of fares changes	2	<p>Fares changes to be announced on the Operator Website and app as early as possible and not less than 10 business days in advance of the changes taking place.</p> <p>Methodology: Operator to report in Operations Report (quarterly) all instances where Operator Website did not contain announcement of Fare changes 10 business days in advance of changes taking place.</p>	0.5 (1) points for each day's delay in announcement

## 19.20 Stop Maintenance Performance

19.20.1 The Stop Maintenance Performance Maximum Deduction as set out in Table 19-3 is applied if 10 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Stop Infrastructure Performance Maximum Deduction is applied if between 6 and 10 Performance Points are accumulated under this heading in any one Quarter. No Stop Infrastructure Performance Deduction is applied if 5 or less Performance Points are accumulated under this heading in any one Quarter.

Indicator	KPI Class		Performance Points (Performance points if incurred after Rectification Plan Rectification Date)
SI.1 Maintenance of Bus stop poles and flags.	2	Stops that are recorded or notified to Operator as being in a potentially unsafe condition to be inspected and made safe as required within 1 business day.  Damaged bus stop poles, flags or display panels to be fully repaired or replaced within 5 business days of recording by Operator or notification to Operator	2 (4) per incident and 2 (4) per outstanding day  1 (2) per incident and 1 (2) per outstanding 5 days
SI.2 Stop Cleanliness	2	Shelters and stops including seats and panels showing customer information to be cleaned on a monthly basis, and as required.  Methodology: Operator reports in Operations Report (Quarterly), audited by ad-hoc NTA audits, and Mystery Shopper Survey (Quarterly)	1 (2) points for each % below 96%
SI.3 Stop advertising	2	Bus shelters to be free of advertising, except on side panels and back panels provided for advertising purposes when shelter was installed, unless agreed with Authority.  Bus poles and flags to be free of advertising  Methodology: Ad-hoc NTA audits, supplemented by Mystery Shopper Survey (Quarterly)	2 per incident and 2 per outstanding week following notification  2 per incident and 2 per outstanding week

## **19.21 Report Provision Performance**

19.21.1 The Report Provision Performance Maximum Deduction as set out in Table 19-3 is applied if more than 4 Performance Points or less are accumulated under this heading in any one Quarter. 50% of Report Provision Performance Maximum Deduction is applied if 2 to 4 Performance Points are accumulated under this heading in any one Quarter. No Report Provision Performance Deduction is applied if less than 2 Performance Points are accumulated under this heading in any one Quarter.

Indicator	KPI Class	Requirement	Performance Points
R.1a Operations Report (Period and Quarterly)	3	Operator to provide Report within 15 days of the end of the previous Period or Quarter as appropriate or amended version of Report within 5 Business Days of being notified	1 performance point per failure subsequent to approved Rectification Plan Rectification Date and for each day thereafter until Report provision.
R.1b Operations Report (Period and Quarterly)	2	As R.1a, but applies only in the case of failure to submit the first Report following the end of the Period or Quarter set out in Schedule 24: Implementation Dates for Certain Aspects of Agreement	1 performance point per failure and for each day thereafter until Report provision.
R.2a Passenger, Revenue and Ticketing Report (Period)	3	Operator to provide Report within 15 days of the end of the relevant Period, or amended version of Report within 5 Business Days of being notified.	1 performance point per failure subsequent to approved Rectification Plan Rectification Date and 1 performance point each day thereafter until Report provision.
R.2b Passenger, Revenue and Ticketing Report (Period)	2	As R.2a, but applies only in the case of failure to provide the first Report following the end of the Period set out in Schedule 24: Implementation Dates for Certain Aspects of Agreement	1 performance point per failure and for each day thereafter until Report provision.
R.3a Customer services Report (Period)	3	Operator to provide Report within 15 days of the end of the relevant period, or amended version of Report where required by Authority within specified timescale.	1 performance point per failure subsequent to approved Rectification Plan Rectification Date and 1 performance point each day thereafter until Report provision.
R.3b Customer services Report (Period)	2	As R.3a, but applies only in the case of failure to provide the first Report following the end of the Period set out in Schedule 24: Implementation Dates for Certain Aspects of Agreement	1 performance point per failure and for each day thereafter until Report provision.
R.4a Cost report (Quarterly)	3	Operator to provide Report within 20 days of the end of the relevant Quarter, or amended version of Report within 5 Business Days of being notified	2 performance points per failure subsequent to approved Rectification Plan Rectification Date and 2 performance points each day thereafter until report provision.
R.4b Cost report (Quarterly)	2	As R.4a, but applies only in the case of failure to provide the first Report following the end of the Quarter set out in Schedule 24: Implementation Dates for Certain Aspects of Agreement	2 performance points per failure and for each day thereafter until Report provision.
R.5 Punctuality Performance Report (Period)	2	Operator to provide Report within 15 days of the end of the relevant period, or amended version of Report within 5 Business Days of being notified	2 performance points for each week overdue (note: overdue Report may result in a potential delay in any Retained Punctuality Performance Payment by Authority).
R.6 Service Quality Performance Report (Quarterly)		Operator to provide Report within 20 days of the end of the relevant Quarter, or amended version of Report within 5 Business Days of being notified	2 performance points for each day overdue (note: overdue Report may result in a potential delay in payment of Retained Service Quality Payment by Authority).

Indicator	KPI Class	Requirement	Performance Points
R.7 Implementation Plan		Operator to provide Implementation Plan, including all constituent parts, by specified date.	2 performance points for each day overdue
R.8 Annual Business Plan	2	Operator to provide draft and final Annual Business Plans to Authority by specified date.	4 performance points for each day overdue.
R.9 Rectification Plan	2	Operator to provide Rectification Plan by specified date, or amended version of Report where required by Authority within specified timescale.	2 performance points for each day overdue
R.10 Provision of on-board AVL data to Authority	2	Operator to provide data in the format and at the time specified by the Authority, as set out in paragraph 19.2.2 of this Schedule 19.	2 points for each day after required time that data in correct format is not provided. Delay in supply of data may also result in delay in payment of Retained Punctuality Performance Payment.
R.11 Provision of on-board ticket data to Authority	3	Operator to provide data in the format and at the time specified in [on-board ticket data technical specification – to follow later]	2 points for each day after required time that data in correct format is not provided. (Note this will not be implemented until finalisation of on-board ticket data technical specification and agreed programme for delivery of data)

**Schedule 20: Contract Prices and Indexation**

## 20.1 Prices and Rates

20.1.1 The prices and rates for Services in this Schedule 20 are in July 2014 prices.

## 20.2 Total Operating Price

20.2.1 The Total Operating Price includes the price for all of the Services to be provided by the Operator as part of this Agreement. All prices include VAT that is payable, but not recoverable, by the Operator.

20.2.2 Table 20.1 shows the Total Operating Price and a breakdown of the annual prices by category used to calculate the Total Operating Price.

20.2.3 The annual prices in Table 20.1 shall apply for Services provided by the Operator up to midnight on 31<sup>st</sup> December 2015.

20.2.4 The annual prices for these Services shall be indexed annually thereafter, according to the method set out in Section 20.6 below.

20.2.5 The derivation of items in Table 20-1 is included in 20.5 "Supporting Information". The prices shown in Table 20-1 are those attributable to the provision of Services included in this Agreement only.

Description	Annual Price
<b>A. Drivers</b>	€
<b>B. Fuel</b>	€
<b>C. Sub-contracting of services</b>	€
<b>D. Network Buses</b> <ul style="list-style-type: none"> <li>- Finance</li> <li>- Road Tax</li> <li>- Licences</li> <li>- Insurance</li> <li>- Cleaning</li> <li>- Maintenance</li> <li>- Vandalism Costs</li> <li>- Other (specify)</li> </ul>	€ € € € € € € €
Total (Network Buses)	€
<b>E. Depot Overheads</b> <ul style="list-style-type: none"> <li>- Management Staff</li> <li>- Administration Staff</li> <li>- Facilities Staff</li> <li>- Engineering</li> <li>- I/Revenue Protection Officers</li> <li>- Leases</li> <li>- Cleaning</li> <li>- Insurance</li> <li>- Security</li> <li>- Utilities</li> <li>- Maintenance</li> <li>- Equipment</li> <li>- Other (specify)</li> </ul>	€ € € € € € € € € € € € €



Total (Depot Overheads)	€
<b>F. Regional Offices (if any): Overheads</b>	
- Management staff	€
- Support staff	€
- Customer Care staff	€
- Back office and IT	€
- Consumables, equipment, etc.	€
- Leases	€
- Cleaning	€
- Finance	€
- Insurance	€
- Security	€
- Marketing	€
- Ticket Printing	€
- Insurance	€
- Ticket printing	€
- Cash collection	€
- Customer Service Centre	€
- Debit card, credit card and Laser card transaction costs	€
- Communications and Public Relations staff	€
- Customer information provision staff	€
- Control Room costs	€
- Building costs	€
- Other costs (please specify	€
Total (Regional Offices)	€
<b>G. Operator HQ prices (not attributable to depot or regional level)</b>	
- Corporate, Governance and Secretarial	€
- Marketing and Sales	€
- Engineering	€
- 3 <sup>rd</sup> Party Liability Management	€
- Back office and IT	€
- Finance	€
- Personnel	€
- Operations	€
- Security	€
- Consumables, equipment etc.	€
- Leases	€
- Cleaning	€
- Insurance	€
- Building costs	€
- Ticket printing	€
- Cash collection	€
- Customer Service Centre	€
- Debit card, credit card and Laser card transaction costs	€
- Communications and Public Relations staff	€
- Customer information provision staff	€
- Control room costs	€
- Claims	€
- Other costs (please specify)	€

Total HQ costs	
<b>H. CIE prices (not attributable to depot, regional office or operator HQ)</b>	
- Corporate Governance & Secretarial	€
- Group IT	€
- Legal	€
- 3 <sup>rd</sup> Party Liability Management	€
- Finance and internal audit	€
- Personnel	€
- 3 <sup>rd</sup> party contractors and services	€
- Mast access charges	€
- Property management	€
- Rents and rates	€
- Security	€
- Utilities	€
- Leases	€
- Insurance	€
- Marketing	€
- Other costs (please specify)	€
- Interest on Group Debt	€
Total CIE costs	€
Other Costs (please specify)	€
<b>Total Operating Price (A+B+C+D+E+F+G+H)</b>	€
<b>Direct Operating Price (A+B+C+D)</b>	€

Table 20-1 Operating Prices

### 20.3 Direct Price per scheduled kilometre

20.3.1 Table 20-2 shows the Direct Price per Scheduled Service Kilometre.

Direct Operating Price (from Table 20-1)	€
Annual Scheduled Service Kilometres (from Schedule 2)	
Direct Price per Scheduled Service Kilometre	€

Table 20-2 Direct Price per Scheduled Service Kilometre

### 20.4 Rates for Variations to Services

20.4.1 Table 20-3 shows the hourly rates for Variations to Services for different categories of staff. The hourly rates include all unsocial hours, overtime and other enhancements.

## 20.4.2

Category of staff	Hourly rate per person for Additional Services except Night Bus	Hourly rate per person for Night Bus
Driver	€	€
Revenue Protection Officer	€	€

**Table 20-3 Hourly rates for Service Variations**

20.4.3 Table 20-4 shows the fuel rate for Variations to Services. The rate includes VAT payable but not recoverable by the Operator.

Fuel rate per Scheduled Service Kilometre operated	€
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**Table 20-4 Fuel rate for Service Variations**

20.4.4 Table 20-5 shows the overhead to be applied to the direct cost of Variations to Services.

Maximum Operator's overhead to be added to direct cost of Service Variations (percentage)	%
Maximum Operator's overhead to be added to the provision of third party products and services	%

**Table 20-5 Maximum Overhead Rates****20.5 Supporting Information**

20.5.1 Tables 20-6 to 20-7 provide supporting information on which the costs and rates in Tables 20-1 to 20-5 are based.

20.5.2 The Timetables that the Operator has designed to achieve the Service Specification in Schedule 2 are set out in Annex D to Schedule 2: Service Specification. The Peak Vehicle Requirement, Scheduled Driver Duties per day and Scheduled Kilometres per day required to operate these timetables are set out in 20.5.4.

20.5.3 Annual Scheduled Driver Duties and Annual Scheduled Kilometres are set out in Table 20-6 and Table 20-7.

20.5.4 In Table 20-6 and Table 20-7:

- the number of Mondays to Fridays excludes three days between 25 December and 31 December.
- the number of Saturdays includes three days between 25 December and 31 December.
- the number of Sundays and Public Holidays exclude St. Patrick's Day and St. Stephen's Day.
- there is no service on Christmas Day.

	<b>Mon - Fri</b>	<b>Saturday</b>	<b>Sunday and Public Holidays</b>	<b>St. Patrick's Day</b>	<b>St. Stephen's Day</b>
Number of days per year	249	55	58	1	1
<i>Route 1</i>					
Peak Vehicle Requirement					
Scheduled Driver Duties per day					
Scheduled Service Kilometres per day					
Scheduled Empty Kilometres per day					
Scheduled Total Kilometres per day					
<i>Route 4</i>					
Peak Vehicle Requirement					
Scheduled Driver Duties per day					
Scheduled Service Kilometres per day					
Scheduled Empty Kilometres per day					
Scheduled Total Kilometres per day					
<i>Route 7 etc.</i>					
Peak Vehicle Requirement					
Scheduled Driver Duties per day					
Scheduled Service Kilometres per day					
Scheduled Empty Kilometres per day					
Scheduled Total Kilometres per day					

**Table 20-6 Peak Vehicle Requirement, Scheduled Driver Duties, Scheduled Kilometres per day**

	<b>Mon - Fri</b>	<b>Saturday</b>	<b>Sunday and Public Holidays</b>	<b>St. Patrick's Day</b>	<b>St. Stephen's Day</b>	<b>Total for year</b>
Number of days per year	249	55	58	1	1	364
<i>Route 1</i>						
Annual Scheduled Driver Duties						
Annual Scheduled Service Kilometres						
Annual Scheduled Empty Kilometres						
Annual Scheduled Total Kilometres						
<i>Route 4</i>						
Annual Scheduled Driver Duties						
Annual Scheduled Service Kilometres						
Annual Scheduled Empty Kilometres						
Annual Scheduled Total Kilometres						
<i>Route 7 etc.</i>						
Annual Scheduled Driver Duties						
Annual Scheduled Service Kilometres						
Annual Scheduled Empty Kilometres						
Annual Scheduled Total Kilometres						

**Table 20-7 Annual Scheduled Driver Duties and Annual Scheduled Kilometres by day type**

20.5.5 Table 20-8 shows the Annual Scheduled Revenue Protection Working Hours and Security Working Hours to be provided by the Operator.

	<b>Annual hours</b>
Annual Scheduled Revenue Protection Working Hours	

**Table 20-8 Annual Scheduled Revenue Protection Working Hours**

## 20.6 Indexation

20.6.1 The prices contained in Tables 20.1 and 20-2 shall be adjusted annually for inclusion in the draft Annual Business Plan for the following Contract Year, starting with the 2016 Contract Year, in accordance with the following formula:

$$\text{Price} = (\text{Price for previous year}) * (1 + P)$$

where:

P = the Price Factor that is calculated in accordance with paragraph 20.6.3

20.6.2 The Authority, prior to the draft Annual Business Plan submission date, shall calculate the Price Factor to be applied to the Price, and shall inform the Operator of the Price Factor.

20.6.3 For Dublin Bus the Price Factor will be in accordance with the following formula:

$$P = CP * CW + EP * EW + FP * FW$$

where:

P = The Price Factor to be included in the formula in paragraph 20.6.1

$$CP = \left[ \frac{CPI2 - CPI1}{CPI2} \right]$$

where:

CPI 1 = The Consumer Price Index excluding energy products (base December 2011 =100) published twelve months prior to CPI2 by the CSO

CPI 2 = The Consumer Price Index excluding energy products (base December 2011 =100) published by the CSO in the month preceding the date of preparation of the draft Annual Business Plan

CW = 0.23 up to 31<sup>st</sup> December 2015, and is adjusted for each subsequent Contract Year as follows:

$$CW =$$

$$CW \text{ (previous Contract Year)} * CP \text{ (previous Contract Year)} / ((CW \text{ (previous Contract Year)} * CP \text{ (previous Contract Year)} + EW \text{ (previous Contract Year)} * EP \text{ (previous Contract Year)} + FW \text{ (previous Contract Year)} * FP \text{ (previous Contract Year)})$$

$$EP = \left[ \frac{W2 - W1}{W2} \right]$$

Where:

W 1 = The average hourly earnings of all employees in the economy published four quarters prior to W2 by the CSO EHECS Survey

W 2 = The average hourly earnings of all employees in the economy in the quarter preceding the Review Date as published by the CSO EHECS Survey

EW = 0.65 up to 31<sup>st</sup> December 2015, and is adjusted for each subsequent Contract Year as follows:

EW =

EW (previous Contract Year)\*EP(previous Contract Year)/((CW (previous Contract Year)\*CP(previous Contract Year)+ EW (previous Contract Year)\*EP(previous Contract Year)+ FW (previous Contract Year)\*FP(previous Contract Year))

$$FP = \left[ \frac{WPID2 - WPID1}{WPID2} \right]$$

Where:

WPID 1 = The value of the Auto diesel component of the Wholesale Price Index for energy products (base 2010 =100) published twelve months prior to CPIE2 by the CSO

WPID 2 = The value of the Auto diesel component of the Wholesale Price Index for energy products (base 2010 =100) published in the month preceding the Review Date by the CSO

FW = 0.12 up to 31<sup>st</sup> December 2015, and is adjusted for each subsequent Contract Year as follows:

FW =

FW (previous Contract Year)\*FP(previous Contract Year)/((CW (previous Contract Year)\*CP(previous Contract Year)+ EW (previous Contract Year)\*EP(previous Contract Year)+ FW (previous Contract Year)\*FP(previous Contract Year))

20.6.4 In the event of a methodology change to the CSO metrics referred to in 20.6.3, the Authority shall determine the most appropriate replacement and notify the Operator.

20.6.5 The prices contained in Table 20.3 shall be adjusted annually starting with the 2016 Contract Year, in accordance with the following formula:

**Price = (Price for previous year) \* (1 + EP)**

where:

EP = the Employee Price Factor that is calculated in accordance with paragraph 20.6.6

20.6.6 The Employee Price Factor shall be in accordance with the following formula:

$$EP = \left[ \frac{W2 - W1}{W2} \right]$$

Where:

W 1 = The average hourly earnings of all employees in the economy published four quarters prior to W2 by the CSO EHECS Survey

W 2 = The average hourly earnings of all employees in the economy in the quarter preceding the Review Date as published by the CSO EHECS Survey

20.6.7 The prices contained in Table 20.4 shall be adjusted annually starting with the 2016 Contract Year, in accordance with the following formula:

**Price = (Price for previous year) \* (1 + FP))**

where:

FP = the Fuel Price Factor that is calculated in accordance with paragraph 20.6.6

20.6.8 The Fuel Price Factor shall be in accordance with the following formula:

$$FP = \left[ \frac{WPID2 - WPID1}{WPID2} \right]$$

Where:

WPID 1 = The value of the Auto diesel component of the Wholesale Price Index for energy products (base 2010 =100) published twelve months prior to CPIE2 by the CSO

WPID 2 = The value of the Auto diesel component of the Wholesale Price Index for energy products (base 2010 =100) published in the month preceding the Review Date by the CSO



**Schedule 21: Payment Mechanism**

## **21.1 Overview**

21.1.1 The process for determining payments by the Authority for the Services is set out below, and is subject to Schedule 19: Performance Payments and Deductions.

## **21.2 Maximum Yearly Payment**

21.2.1 No later than the end of October of each year, the Authority shall approve the Maximum Yearly Payment for the following Contract Year, which shall be no greater than the PSO Compensation Amount for a Contract Year

21.2.2 The Maximum Yearly Payment shall be calculated using the method set out in Schedule 17: Annual Business Plan.

## **21.3 Maximum Period Payment**

21.3.1 The Maximum Period Payment is one thirteenth of the Maximum Yearly Payment.

## **21.4 Maximum Quarterly Payment**

21.4.1 The Maximum Quarterly Payment is the sum of Maximum Period Payments for the relevant Quarter.

## **21.5 Base Yearly Payment**

21.5.1 The Base Yearly Payment is equal to the Maximum Yearly Payment multiplied by 0.9.

## **21.6 Base Period Payment**

21.6.1 The Base Period Payment is one thirteenth of the Base Yearly Payment.

## **21.7 Punctuality Performance Payment**

21.7.1 The Punctuality Performance Payment is payable each Period, and is set at a maximum of 5% of the Maximum Period Payment.

## **21.8 Service Quality Performance Payment**

21.8.1 The Service Quality Performance Payment is payable each Quarter, and is set at a maximum of 5% of the Maximum Quarterly Payment.

## **21.9 Approval of Period Payments**

21.9.1 Within 5 Business Days of the start of each Reporting Period, the Operator shall submit an application for the Period Payment for the following Reporting Period.

21.9.2 The Period Payment application shall be for the following amount:

- (a) the Base Period Payment for the following Reporting Period; *plus*
- (b) the Punctuality Performance Payment for the Reporting Period two Reporting Periods previous to the current Reporting Period (as set out in the relevant Punctuality Performance Report); *less*

- (c) the Lost Kilometres Deduction for the Reporting Period two Reporting Periods previous to the current Reporting Period (as notified to the Operator by the Authority)

21.9.3 Within 15 Business Days of receipt of the application for Period Payment, the Authority shall pay the Operator the Period Payment.

#### **21.10 Approval of Service Quality Payment**

21.10.1 Within 20 Business Days of the end of a Quarter, the Operator shall provide the Service Quality Performance Report required under Schedule 18 for the determination by the Authority of the Service Quality Deduction for that Quarter.

21.10.2 Within 10 Business Days of receipt of the Operator's Report] the Authority shall:

- (a) request the provision of any such further information required to determine the Service Quality Payment; or
- (b) determine the Service Quality Payment due.

21.10.3 The approved Service Quality Performance Payment shall be

***(5% of the Maximum Quarterly Payment) x (OKF)***

***- (The Service Quality Performance Deduction)) x (OKF)***

Where:

- OKF = 1 if Deductible Lost Kilometres for the Quarter are between 0% and 20% of Scheduled Service Kilometres
- OKF = 0.8 if Deductible Lost Kilometres for the Quarter exceed 20% but do not exceed 40% of Scheduled Service Kilometres
- OKF = 0.6 if Deductible Lost Kilometres for the Quarter exceed 40% but do not exceed 60% of Scheduled Service Kilometres
- OKF = 0.4 if Deductible Lost Kilometres for the Quarter exceed 60% but do not exceed 80% of Scheduled Service Kilometres
- OKF = 0.2 if Deductible Lost Kilometres for the Quarter exceed 80% of Scheduled Service Kilometres but do not exceed 90% of Scheduled Service Kilometres
- OKF = 0 if Deductible Lost Kilometres for the Quarter exceed 90% of Scheduled Service Kilometres

21.10.4 The Authority shall notify the Operator of the approved Service Quality Performance Payment and shall make available all information used by the Authority in the determination under 21.10.2 above.

21.10.5 Within [5] Business Days of being notified of the approved Service Quality Performance Payment, the Operator shall raise an application for payment for that amount.

21.10.6 The Authority shall pay the Operator within [15] Business Days of receipt of the application for payment for the approved Service Quality Performance Payment amount.

#### **21.11 Contract Payment Dates**

21.11.1 The Authority will issue the Operator with a Contract Payment Dates Schedule for each Contract Year in December of the preceding year.

**Schedule 22: Net Financial Effect Report and Efficiency Incentive**

## **22.1 Overview**

- 22.1.1 No later than 30th April each year, the Operator shall submit a draft Net Financial Effect (NFE) Report for Authority approval, setting out the operating costs incurred and the revenues and positive financial effects received by the Operator in providing the Services in the previous Contract Year, or in the case of 2019, the period from 1<sup>st</sup> January 2019 to 30<sup>th</sup> November 2019.
- 22.1.2 If the Authority has reason to believe that any element of the draft NFE Report has either not been compiled in accordance with the Agreement or has been based on erroneous or incomplete information or data, it may require the Operator to revise and re-submit the draft NFE Report within ten Business Days of being notified.

## **22.2 NFE Report content**

- 22.2.1 The NFE Report shall contain a summary, for the previous Contract Year, or in the case of 2019, the period from 1<sup>st</sup> January 2019 to 30<sup>th</sup> November 2019, of
- (a) The costs incurred by the Operator associated with the operation of Services, under the following cost headings included in Annex E: Quarterly Cost Report of Schedule 18: Records and Reporting Requirements:
    - i. Subtotal of Operating Costs excluding any depreciation
    - ii. Capital Expenditure (funded by Operator)
    - iii. Claims costs
    - iv. Interest on CIE debt allocated to Operator (if any)
    - v. Other costs (specify)
  - (b) The revenues received by the Operator associated with the provision of the Services, under each of the headings included in Annex B: Period Passenger, Revenue and Ticketing Report (supporting information) of Schedule 18: Records and Reporting Requirements
  - (c) Any positive financial effects (or induced network effects) generated by the operation of the Services as set out in Regulation (EC) No 1370/2007 and Interpretative Guidelines concerning Regulation (EC) No 1370/2007
- 22.2.2 The Operator shall provide, under each heading and subheading above, full details on the methodology used to calculate the values presented in the NFE Report.
- 22.2.3 In each case where a value in 22.2.1 above varies from the sum of the four corresponding values set out in the set of Quarterly Cost Reports for the relevant Calendar Year, the Operator shall provide a full explanation of reasons for the difference in the values presented in the NFE Report.
- 22.2.4 The Operator shall provide a cash flow statement for the year and a reconciliation of the Net Financial Effect to the movement in cash for the year.
- 22.2.5 The Operator shall provide a reconciliation of the Net Financial Effect for the year to the operating result contained within the audited financial statements for the same year.

### **22.3 Reasonable Profit**

- 22.3.1 The Authority shall calculate the Reasonable Profit due to the Operator in accordance with Regulation (EC) No 1370/2007 and Interpretative Guidelines concerning Regulation (EC) No 1370/2007. The Authority shall take into account the specific characteristics of the provision of Services by the Operator, the normal market remuneration for similar services and the level of financial risk to the Operator involved in this Agreement.
- 22.3.2 Where the Operator includes a Variation Proposal or as part of an Annual Business Plan, the Authority may issue a Variation Notice approving the Variation. In such cases an appropriate level of Reasonable Profit associated with the Variation shall be determined by the Authority as part of the approval of the draft NFE Report. The level of Reasonable Profit determined by the Authority will depend on the level of financial risk to the Operator related to the Variation. The NFE Report shall incorporate such Variations and the Authority's notification of the level of Reasonable Profit.
- 22.3.3 The Authority shall calculate the profit made by the Operator using the information supplied by the Operator and contained in each approved NFE Report.
- 22.3.4 Where the profit exceeds Reasonable Profit the Authority may reduce the proposed Maximum Yearly Payment for the forthcoming Calendar Year by the excess amount.
- 22.3.5 Where the profit exceeds the Reasonable Profit for a Contract Year, but where under-compensation for Services has occurred in previous Contract Years, the Authority shall determine whether some or all of the excess profit should be retained by the Operator to cover any undercompensation in previous Contract Years.

### **22.4 Efficiency Incentive**

- 22.4.1 Where the Operator has provided the Services in the previous Contract Year at a lower cost than the prices for the Services, Indexed, as set out in Schedule 20, the Authority may, as a cost efficiency incentive, permit the Operator to retain up to 50% of the agreed cost savings achieved for that Contract Year.

## **Schedule 23: Variations**



## **23.1 General**

- 23.1.1 All Variations must be made in accordance with this Schedule 23.
- 23.1.2 Both Parties shall conduct discussions relating to any proposed Variation in good faith.
- 23.1.3 Subject to the provisions of paragraph 23.2.2 of this Schedule 23, the Operator may not withhold its agreement to any Variation required by the Authority.
- 23.1.4 A Variation does not take effect until such time as a Variation Order has been issued by the Authority. Until such time the Parties shall continue to perform their obligations in accordance with this Agreement.
- 23.1.5 Any work undertaken by the Operator, its Principal Sub-contractors or agents in connection with developing a Variation Response or an Operator Variation Notice, in accordance with this Schedule 23 shall be undertaken entirely at the expense and liability of the Operator. Unless otherwise agreed, any costs reasonably and necessarily incurred by the Authority as a direct result of the Operator undertaking work in connection with any proposed Variation which have not been agreed to by the Authority in advance, shall be borne by the Operator.

## **23.2 Authority Variations**

- 23.2.1 The Authority may propose a Variation in accordance with paragraph 23.3 of this Schedule 23.
- 23.2.2 The Authority shall not propose a Variation where:
- (a) the implementation of the Variation would infringe any Legal Requirement;
  - (b) the implementation of the Variation would have a material adverse effect on the health and safety of any person; or
  - (c) the implementation of the Variation would cause any Consent to Operate to be revoked or rendered unobtainable (unless an adequate new or substitute consent is obtainable).

## **23.3 Authority Variation Notice**

- 23.3.1 To propose a Variation, the Authority shall serve an Authority Variation Notice upon the Operator. The Authority Variation Notice shall:
- (d) set out the proposed Variation in sufficient detail to enable the Operator to conduct a detailed impact analysis and provide the Variation Response in accordance with paragraph 23.4 of this Schedule 23;
  - (e) where implementing the proposed Variation requires Capital Expenditure, state whether the Authority intends to pay to the Operator the costs involved in implementing the Variation or whether the Authority requires the Operator to use its own resources in implementing the Variation; and
  - (f) require the Operator to provide to the Authority within ten (10) Business Days of receipt of the Authority Variation Notice, or such other period as may be agreed by the Parties, the Variation Response.

## **23.4 Variation Response**

23.4.1 As soon as practicable and in any event within ten (10) Business Days after having received the Authority Variation Notice (or such other period as may be agreed in accordance with this Schedule 23), the Operator shall deliver the Variation Response to the Authority. Subject to paragraphs 23.4.2 and 23.4.3 of this Schedule 23, the Operator shall set out in the Variation Response:

- (a) the impact of the proposed Variation on the Annual Business Plan;
- (b) the impact of the proposed Variation on the provision of the Services;
- (c) the impact of the proposed Variation on the Network Assets;
- (d) whether it requires relief from compliance with any of its obligations under this Agreement during the implementation of the proposed Variation;
- (e) any additional Variations required to implement the proposed Variation specified in the Authority Variation Notice;
- (f) the Variation Price, anticipated change in revenues and Estimated Change in the Maximum Yearly Payment that would result from the proposed Variation;
- (g) any Capital Expenditure required, or no longer required, as a result of the proposed Variation;
- (h) the Operator's plan to implement the Variation (the "Variation Implementation Plan");
- (i) any regulatory approvals, including any Consents to Operate, required to implement the proposed Variation and
- (j) Proposals for the monitoring, reporting and review of the proposed Variation.

23.4.2 The Variation Price is to be developed and derived in accordance with the prices set out in Schedule 20 and is to be accompanied by detailed information and calculations providing at a minimum:

- (a) The estimated change in costs required to implement the proposed Variation, based on the prices set out in Schedule 20, Indexed;
- (b) the estimated Capital Expenditure, including any estimated capital replacement costs, required to implement the proposed Variation;
- (c) the overhead recovery rates on the direct cost of any bought-in goods or services provided pursuant to the proposed Variation, subject to the upper limit set out in Schedule 20;
- (d) the overhead recovery rates on the direct cost of any Operator supplied goods or services provided pursuant to the proposed Variation, subject to the upper limit set out in Schedule 20;
- (e) any interest, expenses or other third party financing costs to be incurred as a result of implementing the proposed Variation as calculated using the Relevant Interest Rate;

23.4.3 The Operator shall use its reasonable endeavours to minimise any increase in costs arising from any Variation.

## **23.5 Finalisation of Variation Response**

23.5.1 The Operator shall:

- (a) provide evidence that it has used reasonable endeavours (including the use of competitive quotes) to minimise any increase in costs and maximise any reduction in costs; and
- (b) demonstrate that any expenditure that has been avoided, which was anticipated to be incurred to replace or maintain assets that have been affected by the proposed Variation, has been taken into account.

23.5.2 Following discussions with the Operator in relation to the Variation Response, the Authority may modify the Authority Variation Notice, in which case the Operator shall, as soon as possible, and in any event not more than ten (10) Working Days after receipt of such modification (or such other period as is agreed by the parties), issue a revised Variation Response.

23.5.3 The Authority may require the Operator to provide details of benchmark pricing information for products or services similar to those being proposed by the Operator in the Variation Response and then require the Operator to match the best price provided by the benchmarking process (and for the avoidance of doubt the cost of such benchmarking shall be borne by the Operator).

23.5.4 If the Operator does not intend to use its own resources to implement any Variation it shall comply with Good Industry Practice with the objective of ensuring that it obtains best value for money when procuring any work, services, supplies, materials or equipment required in relation to the Variation.

23.5.5 As soon as practicable after the contents of the Variation Response or revised Variation Response, as the case may be, have been discussed between the Parties, the Authority shall:

- (a) instruct the Operator to implement such Variation via a Variation Order and confirm the Variation Price; or
- (b) withdraw the Authority Variation Notice.

23.5.6 Upon receipt of the instruction referred to in paragraph 23.5.5(a), the Operator shall implement the Variation in accordance with the terms set out in the Variation Order And by the dates set out therein or, where a date is not set out, as soon as is practicable.

## **23.6 Form of Payment**

23.6.1 Where the Authority instructs the Operator to proceed with the implementation of a Variation and it is agreed that the Variation gives rise to an increase in the amount of Maximum Yearly Payment, then the Authority shall be entitled to meet the cost of any such increase in expenditure by means of:

- (a) a lump sum payment made in one or more instalments;

- (b) an adjustment to the Maximum Yearly Payments or Maximum Period Payments over the remainder of the Contract Period in accordance with the provisions of Schedule 21 (Payment Mechanism); or
- (c) a combination of paragraphs 23.6.1(a) and (b) above.

23.6.2 Where the Authority decides to permit the Operator to proceed with the implementation of a Variation and it is agreed that the Variation gives rise to a decrease in the Maximum Yearly Payment, then the Authority shall be entitled to benefit from such a decrease in expenditure by means of an adjustment to the Maximum Yearly Payment or Maximum Period Payment over the remainder of the Contract Period in accordance with the provisions of Schedule 21 (Payment Mechanism).

## **23.7 Operator Variations**

23.7.1 The Operator may propose a Variation in accordance with paragraphs 23.8 and 23.9 of this Schedule 23 for any reason, provided that the Operator serves on the Authority an Operator Variation Notice as soon as practicable.

## **23.8 Operator Variation Notice**

23.8.1 The Operator Variation Notice shall set out the proposed Variation in sufficient detail to enable the Authority to evaluate it in full and shall include details of the items specified in paragraph 23.4.1 of this Schedule 23.

23.8.2 The Operator shall specify whether it proposes to contribute some or all of the Estimated Change in Maximum Annual Payment in the implementation of the Variation and its submission in relation to the level of Reasonable Profit that it considers should apply from the implementation of the Variation.

23.8.3 As soon as practicable after receiving the Operator Variation Notice, the Parties shall discuss the matters referred to in it. The Authority may, at any time and at its sole discretion, require modifications to the Operator Variation Notice or accept or reject the Operator Variation Notice.

23.8.4 If the Authority accepts the Operator Variation Notice (with or without modification), the Authority shall instruct the Operator to implement the relevant variation in a Variation Order.

23.8.5 The relevant Variation shall be implemented by the Operator in accordance with the Variation Order issued by the Authority by the date(s) set out therein, or where a date is not specified, as soon as is practicable.

23.8.6 If the Authority rejects the Operator Variation Notice, it shall not be obliged to give its reasons for such a rejection.

23.8.7 The Authority shall not reject a Variation that is required in order to conform to a change in any Legal Requirement provided that the costs of a Variation resulting from a change in a Legal Requirement shall be borne by the Operator.

**23.9 Funding of Variation and Form of Payment**

- 23.9.1 Paragraphs 23.5 and 23.6 this Schedule 23 shall apply to the funding and payment of Variations implemented in accordance with an Operator Variation Notice under paragraphs 23.7 to 23.8 of this Schedule 23.

**Annex A:****Variation Notice, Variation Response and Variation Order Proformas****Authority Variation Notice**

Authority to complete and submit to Operator in advance of preparation of an Operator Variation Response

Contract name	
Authority Variation Notice Number	
Reason for proposed Variation	
Description of proposed Variation in sufficient detail to enable the Operator to conduct a detailed impact analysis and provide the Variation Response in accordance with paragraph 23.4 of Schedule 23	
Where Capital Expenditure required to implement Variation state whether Authority intends to pay the Capital Costs or require the Operator to use own resources	
Proposed Variation implementation date	
Proposed Variation end date (if applicable)	
Notice issue date	

## Operator Variation Notice

Operator to complete and submit to Authority for approval in advance of issue of an Authority Variation Order

Contract name	
Operator Variation Notice Number	
Reason for proposed Variation	
Description of proposed Variation in sufficient detail to enable the Operator to conduct a detailed impact analysis and provide the Variation Response in accordance with paragraph 23.4 of Schedule 23	
Where a Timetable alteration is proposed as part of the Variation, provide a Timetable Alteration Request (using proforma in Schedule 2 Annex E) for each proposed alteration.	
Impact of the proposed Variation on the Annual Business Plan	
Impact of the proposed Variation on the provision of the Services including any impacts on passenger numbers	
Impact of the proposed Variation on the Network Assets	
Is relief from compliance with any Operator obligations under this Agreement requested during the implementation of the proposed Variation?  (if yes, provide details)	
Specify any additional Variations required to implement the proposed Variation specified in the Authority Variation Notice	
The Variation Price, with supporting calculations in accordance with methodology set out in paragraph 23.4.2 of Schedule	

23: Variations	
Anticipated change in revenues due to Variation, with supporting calculations	
Estimated change to Maximum Yearly Payment, with supporting calculations	
Capital Expenditure required, or no longer required, as a result of the proposed Variation, with supporting calculations	
Operator plan to implement Variation	
Regulatory approvals needed	
Proposals for monitoring, reporting and reviewing the impact of the Variation.	
Proposed Variation implementation date	
Proposed Variation end date (if applicable)	
Notice issue date	



## Operator Variation Response

Operator to complete and submit to Authority in response to Authority Variation Notice

Contract name	
Operator Variation Response Number	
Relevant Operator Variation Notice Number(s) (if applicable)	
Relevant Authority Variation Notice Number(s) (if applicable)	
Reason for proposed Variation	
Description of proposed Variation in sufficient detail to enable the Operator to conduct a detailed impact analysis and provide the Variation Response in accordance with paragraph 23.4 of Schedule 23	
Where a Timetable alteration is proposed as part of the Variation, provide a Timetable Alteration Request (using proforma in Schedule 2 Annex E) for each proposed alteration.	
Impact of the proposed Variation on the Annual Business Plan	
Impact of the proposed Variation on the provision of the Services including any impacts on passenger numbers	
Impact of the proposed Variation on the Network Assets	
Is relief from compliance with any Operator obligations under this Agreement requested during the implementation of the proposed Variation?  (if yes, provide details)	
Specify any additional Variations required to implement the proposed Variation specified in the Authority Variation Notice	
The Variation Price, with supporting calculations in accordance with methodology set out in paragraph	

23.4.2 of Schedule 23: Variations	
Anticipated change in revenues due to Variation, with supporting calculations	
Estimated change to Maximum Yearly Payment, with supporting calculations	
Capital Expenditure required, or no longer required, as a result of the proposed Variation, with supporting calculations.	
Operator plan to implement Variation	
Regulatory approvals needed	
Proposals for monitoring, reporting and reviewing the impact of the Variation.	
Proposed Variation implementation date	
Proposed Variation end date (if applicable)	
Response issue date	

<b>Variation Order</b>	
Authority to issue to Operator in advance of implementation of Variation	
Contract name	
Variation Order Number	
Relevant Operator Variation Notice Number (s) (if applicable)	
Relevant Authority Variation Notice Number (s) (if applicable)	
Relevant Operator Variation Response Number (s) (if applicable)	
Reason for proposed Variation	
Is relief from compliance with any Operator obligations under this Agreement given during the implementation of the proposed Variation?  (if yes, provide details)	
Specify any additional Variations required to implement this Variation Order	
Variation Price (if applicable)	
Index to be applied to Variation Price (if applicable)	
Approved change to Maximum Yearly Payment	
Operator to submit Timetable Alteration Notice (proforma in Schedule 14 Annex C) in advance of Variation implementation (Y/N)	
Requirements for monitoring, reporting and reviewing the impact of the Variation.	
Variation implementation date	
Variation end date (if applicable)	
Notice issue date	

**Schedule 24: Implementation Dates for Certain Aspects of Agreement**

Implementation Dates for certain aspects of the Agreement are set out below.

Schedule		Section	Implementation Date
4	4: Implementation Plan and Programme	4.1 Implementation Plan submission	60 Business Days after Commencement Date
5	Operations Management	5.2 Operating Plan submission	60 Business Days after Commencement Date
		5.10 Severe Weather Management Plan submission	60 Business Days after Commencement Date
7	Environmental Management	7.2 Environmental Management Plan submission	60 Business Days after Commencement Date
8	Ticketing and Fares Collection	8.1.10 and 8.1.11 Submission of existing and proposed arrangements for sharing revenue from the sale of joint tickets	20 Business Days after Commencement Date (existing arrangements) 60 Business Days after Commencement Date (proposed arrangements)
9	Integrated Ticketing Requirements	9.3 Actionlists and Hotlists	Start Q1 2016 or later date as notified by Authority
		9.4 Device Configuration Data	Start Q1 2016 or later date as notified by Authority
		9.5 Device Reliability records	To be confirmed by Authority
		9.7 Monitoring	To be confirmed by Authority
11	Operation and Maintenance of Network Assets	11.8.1 Reporting	First Reporting Period following 60 Business Days after Commencement Date
12	Management of Security	12.2 Security Management Plan submission	60 Business Days after Commencement Date
13	Customer Care	13.1 Passengers' Charter submission	60 Business Days after Commencement Date
		13.2 Customer Service Policy submission	60 Business Days after Commencement Date
		13.5 Customer Comments and Complaints	Start Q4 2015
		13.6 Database of Customer Comments and Complaints	Start Q4 2015
		13.9 Social Media	Start Q3 2015

14	Customer Information	14.2 Operator Website	Start Q4 2015
		14.7.2 On board PA Announcements, PID Messages	Q3 2015
		14.8.2 Submission of Annual Customer Information Plan for 2015 as part of Implementation Plan	60 Business Days after Commencement Date
15	Marketing, Communications and Public Relations	15.1.2 Submission of Annual Marketing, Communications and Public Relations Plan for 2015 as part of Implementation Plan	60 Business Days after Commencement Date
18	Records and Reporting Requirements	18.7 Period Punctuality Performance Report	First Report to cover Q3 2015, or later date as notified by Authority. In advance of this date, the reporting requirements set out in Schedule B of the 2009 Direct Award Contract shall apply.
		18.6 Quarterly Cost Report	First Report to cover Q3 2015 (or earlier if feasible). In advance of this date, the reporting requirements set out in Schedule C of the 2009 Direct Award Contract shall apply.
		18.8 Quarterly Service Quality Performance Report	First Report to cover Q3 2015, or later date as notified by Authority. In advance of this date, the reporting requirements set out in Schedule B of the 2009 Direct Award Contract shall apply.
19	Performance Payments and Deductions	Lost Kilometres Deductions, Punctuality Performance Payment and Deduction and Service Quality Payment and Deduction set out in this Schedule	Start Q3 2015 or later date as notified by Authority. In advance of this date, the KPIs set out in Schedule B of the 2009 Direct Award Contract shall apply.
21	Payment Mechanism		Start Q3 2015. In advance of this date, the payment dates in place in relation to the 2009 Direct Award Contract shall apply

**Schedule 25: Defects and Damage to the Network Assets**

## **25.1 Operator's General Obligations**

- 25.1.1 As part of its obligation to operate the Network and maintain the Network Assets, the Operator shall be responsible for monitoring the performance of the Network Assets, identifying defects and damage to the Network Assets, and for notifying the Authority of defects.
- 25.1.2 In the event that the Operator becomes aware of any defect or damage to the Network Assets, the Operator shall take all steps as are in the circumstances reasonable to mitigate any risk to safety and any losses that the Authority would suffer or incur as a result of such defect or Damage to the Network Assets.
- 25.1.3 Without prejudice to the generality of the foregoing, the Operator shall minimise the effect of any defect or damage to the Network Assets on the Network's ability to be operated and maintained in accordance with the Legal Requirements, Service Specification and the Performance Standards and, where appropriate,
- rectify or replace or procure the rectification or replacement of the defect or Damage to the Network Assets, and
  - restore the Network to a state where it may be operated and maintained in accordance with the Legal Requirements, Service Specification and the Performance Standards as soon as reasonably practicable.
- 25.1.4 The Operator shall take part in such meetings as may be necessary and otherwise co-ordinate and co-operate with the Authority and/or Network Asset contractors to arrange for rectification or replacement (as appropriate) of defects, damage or loss.

## **25.2 Damage to the Network Assets**

- 25.2.1 If any physical loss or damage of whatever nature (including that caused by vandalism) to any of the Network Assets occurs, the Operator shall rectify the Damage to the Network Assets with all due speed and hold harmless the Authority in respect of all costs of the Operator in carrying out the rectification.



## **Schedule 26: Transition Management**

## **26.1 Overview**

26.1.1 The Operator is required to ensure the orderly transition of the Services (or any part of the Services) from the Operator to the Authority and/or any Successor Operator in the event of:

- (a) termination or expiry of this Agreement; or
- (b) the Authority exercising its rights under Clause 37 (Competitive Tendering) in relation to the tendering of the Services listed in Annex E of Schedule 2: Service Specification.

26.1.2 The Operator shall be responsible for the overall management of the exit and service transfer arrangements.

## **26.2 Contract Life Obligations**

26.2.1 During the Contract Period the Operator shall:

- (a) maintain a register of all Network Assets with a net book value, detailing:
  - i. their ownership and status as either Authority Network Assets or Network Assets that are not Authority Network Assets ("Non-Authority Network Assets");
  - ii. the net book value of any Network Assets;
  - iii. all agreements with any Sub-Contractors and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;
- (b) asset tag and photograph all Network Assets; and
- (c) maintain a database detailing the technical infrastructure including, without limitation, software through which the Operator provides the Services, of sufficient detail to permit the Authority and/or Successor Operator to understand how the Operator provides the Services and to enable the smooth transition of the Services (or any part of the Services) with the minimum of disruption.

26.2.2 The Operator shall maintain such documents in such format as may be specified by the Authority and shall update the documents from time to time and in particular in the event that Network Assets, agreements with Sub-Contractors or other relevant agreements are added to or removed from the Services.

26.2.3 The Operator shall ensure that all Authority Network Assets are clearly marked to identify that they are exclusively used, or to be used, for the provision of the Services under this Agreement.

26.2.4 The Operator shall (unless otherwise agreed by the Authority in writing) procure that all agreements with Sub-Contractors and other agreements with third parties, which are necessary to enable the Authority and/or any Successor Operator to perform such services as may be specified by the Authority following the termination or expiry of this Agreement or the exercise by the Authority of its rights under Clause 37 (Competitive Tendering), shall be assignable and/or capable of novation at the request of the Authority to the Authority (and/or

its nominee) and/or any Successor Operator upon the Operator ceasing to provide the Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Authority.

26.2.5 Where the Operator is unable to procure that any agreement with a Sub-Contractor or other agreement referred to in paragraph 2.3 above which the Operator proposes to enter into after the Commencement Date is assignable and/or capable of novation to the Authority (and/or its nominee) and/or any Successor Operator without restriction or payment, the Operator shall promptly notify the Authority of this and the parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Authority so directs, may include the Operator seeking an alternative Sub-Contractor, to be agreed with the Authority.

26.2.6 The Operator shall appoint an Exit Manager and provide written notification of such appointment to the Authority within three (3) months of the Commencement Date. The Operator's Exit Manager shall be responsible for ensuring that the Operator and its employees, agents and Sub-Contractors comply with this Schedule 24. The Operator will ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Operator as are reasonably necessary to enable the Operator to comply with the requirements set out in this Schedule 24.

### **26.3 Obligations to Assist on Re-Tendering of Services**

26.3.1 Subject to paragraph 3.2 of this Schedule 24, on reasonable notice the Operator shall provide to the Authority for disclosure to a Successor Operator or potential tenderers (subject to the Successor Operator or potential tenderers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Successor Operator or tenderer undertaking due diligence:

- (a) details of the Service(s), including an information pack listing and describing the Services for use by the Authority in its procurement;
- (b) details of Authority Network Assets (including, where relevant, make, model and asset number) and of the net book value of such Authority Network Assets and details of their condition and physical location;
- (c) details of and information relating to the use of the Authority Network Assets (including technical specifications);
- (d) a copy of the documents referred to in paragraph 2.1 of this Schedule 24, updated by the Operator up to the date of delivery of such documents;
- (e) the following information relating to employees:
  - i. the total number of employees employed by the Operator or by any of its contractors and Sub-Contractors (of any tier) whose work (or any part of it) is work undertaken for the purposes of this Agreement;
  - ii. in the case of such part of the Services as may be specified by the Authority, the number of employees employed by the Operator or by any of its contractors and sub-contractors (of any tier) whose work (or any part of it) is work undertaken for the purposes of such part of the Services;

- iii. in relation to each employee who falls within the scope of paragraph 3.1(e)(i) and/or paragraph 3.1(e)(ii) above:
    - A. the employee's date of birth and gender and the terms of any pension scheme of which the employee is a member (so that appropriate pension entitlements can be calculated and provided for); and
    - B. the employee's remuneration (including salary and all benefits and perquisites), job description, normal working hours, length of service, notice period, any pay settlement covering future dates which has already been agreed by the employee's employer, any gratuitous payment which has been agreed by the employee's employer in connection with the actual or proposed termination or variation of any contract of employment and any redundancy entitlement whether under statute or established by custom and practice;
  - iv. information relating to or connected with the employment of employees falling within the scope of paragraph 3.1(e)(i) above, including details of:
    - A. terms and conditions of employment including terms incorporated from any collective agreement or arising out of any custom or practice;
    - B. any outstanding or potential liability for past breaches of such contracts, terms and conditions;
    - C. any employee who is on sick, maternity or other statutory or contractual leave (other than normal holiday leave) whether paid or unpaid;
    - D. any outstanding or potential statutory liability (for example, any Claim for unfair dismissal or discrimination); and
    - E. any other outstanding or potential liability to be met by the Successor Operator if its tender is accepted; and
  - v. such other information as the Authority may reasonably require in relation to the Operator's employees or the employees of its contractors or sub-Operators (of any tier) (other than the name or other details which enable any employee to be identified unless both the employee's employer and the employee have consented in writing to the provision of such details); and
- (f) any other material and information reasonably required by the Authority for the purposes of a tender.

26.3.2 The Operator shall, in connection with the provision of the information referred to in paragraph 3.1:

- (a) use its best endeavours to clarify any matter upon which clarification is requested by the Authority;
- (b) use its best endeavours to co-operate with any other reasonable request made by the Authority concerning the information listed; and

- (c) ensure that, prior to the disclosure of the information listed at paragraph 3.1(e), it has complied, and has procured compliance by any employees, with the Data Protection Acts and any other legislation in force from time to time regarding disclosure of personal information about employees and shall use all reasonable endeavours to obtain such consent from employees to the disclosure as may be required by any Legal Requirement.

26.3.3 The Operator shall not be required to comply with the provisions of paragraph 3.1 before the earlier of:

- (a) service of a notice to terminate this Agreement; or
- (b) service of a notice under Clause 37 (Competitive Tendering); or
- (c) the period commencing eighteen (18)] months before the Expiry Date.

## **26.4 Transition Management Plan**

26.4.1 The Operator shall, within six (6) months after the Commencement Date, deliver to the Authority an Transition Management Plan which sets out the Operator's proposed methodology for achieving an orderly transition of Services from the Operator to the Authority and/or its Successor Operator on the expiry or termination of this Agreement or the exercise by the Authority of its rights under Clause 37 (Competitive Tendering) and which complies with the requirements set out in paragraphs 26.4.2 and 26.4.3 below. The Authority shall review and comment on the Transition Management Plan and the Operator shall incorporate any requirements of the Authority in the Transition Management Plan and resubmit the Transition Management Plan for Approval by the Authority. The element of the Transition Plan which sets out the Operator's proposed methodology for achieving an orderly transition of Services from the Operator to the Authority and/or its Successor Operator on the exercise by the Authority of its rights under Clause 37 (Competitive Tendering) shall be delivered to the Authority within three (3) months after the Commencement Date.

26.4.2 Without prejudice to the generality of paragraph 26.4.1, the Transition Management Plan shall:

- (a) include details of separate mechanisms for dealing with ordinary exit and emergency exit, the provisions relating to emergency exit being prepared on the assumption that the Operator may be unable to provide the full level of assistance which is required by the provisions relating to ordinary exit, and in the case of emergency exit, provision for the supply by the Operator of all such reasonable assistance as the Authority shall require to enable the Authority or the Operator's Sub-Contractors to provide the Services;
- (b) include details of the management structure to be employed during both transfer and cessation of the Services in an ordinary exit and an emergency exit;
- (c) include a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an ordinary exit and an emergency exit;
- (d) demonstrate how the Services will transfer to the Successor Operator and/or the Authority, including details of the processes, documentation, data transfer, systems

migration, security and the segregation of the Authority Network Assets from any Non-Authority Network Assets (where applicable);

- (e) specify the scope of any services in connection with the Transition Management Plan ("**Transition Services**") that may be required for the benefit of the Authority (including such of the services set out in paragraph 6.13 below as are applicable) and detail how such services would be provided (if required);
- (f) set out procedures to deal with requests made by the Authority and/or a Successor Operator for information relating to any employees, agents, consultants or contractors of the Operator and/or any sub-contractor;
- (g) address each of the issues set out in this Schedule 24 to facilitate the transition of the Services from the Operator to the Successor and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the transition period; and
- (h) provide a timetable and identify critical issues for providing the Transition Services.

26.4.3 The Operator shall review and update the Transition Management Plan in the first month of each Contract Year (commencing on 1 January 2016) to reflect changes in the Services. Following such update the Operator will submit the revised Transition Management Plan to the Authority for Approval. The Authority shall review and comment on the revised Transition Management Plan and the Operator shall incorporate any requirements of the Authority in the revised Transition Management Plan and resubmit the revised Transition Management Plan for Approval by the Authority.

## **26.5 Transition Assistance Period**

26.5.1 The Operator shall provide the Transition Services in accordance with the Transition Management Plan for such period as the Authority may reasonably specify in writing (the "**Transition Assistance Period**"). For the avoidance of doubt, the Transition Assistance Period may include a period of time before and/or after the Expiry Date or the date of termination of this Agreement.

## **26.6 Transition Services**

26.6.1 During the Transition Assistance Period or such shorter period as the Authority may require, the Operator shall continue to provide the Services (as applicable) including, at the discretion of the Authority, the Transition Services.

26.6.2 During the Transition Assistance Period, the Operator shall, in addition to providing the Services and, if applicable, the Transition Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Successor Operator.

26.6.3 Where the Operator demonstrates to the Authority's reasonable satisfaction that transition of the Services and provision of the Transition Services during the Transition Assistance Period will have a material, unavoidable adverse effect on the Operator's ability to meet a particular [Service Level/KPI], the Parties shall vary the relevant {Service Level/KPI} and/or the applicable [Performance Deductions] to take account of such adverse effect.

26.6.4 The Operator shall use all reasonable endeavours so as to facilitate the transfer of responsibility for the Services (or any part of the Services) to the Authority or a Successor Operator and the Operator shall take no action at any time during the Contract Period or during the Transition Assistance Period which is calculated or intended to prejudice or frustrate or make more difficult such transfer.

## **26.7 Transition Assistance Period Obligations**

26.7.1 The Operator shall comply with all of its obligations contained in the Transition Management Plan.

26.7.2 At the end of the Transition Assistance Period (or earlier if this does not adversely affect the Operator's performance of the Services including the Transition Services and its compliance with the other provisions of this Schedule 24), the Operator will return to the Authority:

- (a) to the extent applicable, subject to paragraph 7.4 of this Schedule 24, all copies of any software licensed to or by the Authority under this Agreement;
- (b) all materials created or used by the Operator under this Agreement, the Intellectual Property Rights in which are owned by or licensed to or by the Authority (and for the avoidance of doubt, other than as permitted by paragraph 7.4 of this Schedule 24, the Operator shall not keep any copies of such materials); and
- (c) such Authority Network Assets as may be specified by the Authority.

26.7.3 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by the Authority to the Operator in relation to the Services (or such parts of the Services as may be the subject of a transfer to a Successor Operator) shall be terminated with effect from the end of the Transition Assistance Period.

26.7.4 Notwithstanding the foregoing, the Operator may keep a single copy of such materials, documents and software:

- (a) as it may be required to keep by any Legal Requirement but only for so long as so required; and
- (b) to the extent necessary for the performance of any obligations contemplated by this Agreement after the expiry of this Agreement but only for so long as needed for the performance of obligations under this Agreement.

## **26.8 Scope of the Transition Services**

26.8.1 The Transition Services to be provided by the Operator shall include (without limitation) such of the following services as the Authority may specify:

- (a) notifying the Operator's Sub-Contractors of procedures to be followed during the Transition Assistance Period and providing management to ensure these procedures are followed;
- (b) providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and implementing processes and procedures such that they are comprehensive, clear and capable of being used by the Authority and/or Successor Operator after the end of the Transition Assistance Period;

- (c) delivering to the Authority the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation, status reports and, in respect of the maintenance and support of the Solution, historical performance data over the twelve (12) month period immediately prior to the commencement of the Transition Services;
- (d) providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Transition Services;
- (e) with respect to work in progress as at the end of the Transition Assistance Period, documenting the current status and stabilising for continuity during transition;
- (f) providing the Authority with any problem logs which have not previously been provided to the Authority;
- (g) reviewing all software libraries used in connection with the Services and providing details of these to the Authority and/or its Successor Operator;
- (h) analysing and providing information about capacity and performance requirements and known planned requirements for capacity growth across these areas;
- (i) assisting in the execution of a parallel operation of the maintenance and support of the Services (or relevant part of the Services) until the end of the Transition Assistance Period or as otherwise specified by the Authority (provided that these Services end on a date no later than the end of the Transition Assistance Period); and
- (j) answering all reasonable questions from the Authority and/or its Successor regarding the Services.

## **26.9 Knowledge Transfer**

26.9.1 During the Transition Assistance Period, the Operator will:

- (a) transfer all training material in connection with the management, operation, maintenance or repair of the relevant Network Assets; and
- (b) provide for transfer to the Authority and/or the Successor Operator of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents.

26.9.2 The information which the Operator shall provide to the Authority and/or its Successor pursuant to paragraph 9.1 above shall include:

- (a) copies of up-to-date procedures and operations manuals;
- (b) agreements with third party suppliers of goods and services which are to be transferred to the Successor Operator;
- (c) key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Successor Operator pursuant to this Schedule 24;



- (d) information regarding any unresolved faults in progress at the commencement of the Transition Assistance Period as well as those expected to be in progress at the end of the Transition Assistance Period; and
- (e) any relevant interface information.

## **26.10 Transfer of Network Assets**

26.10.1 During the Transition Assistance Period, the Operator shall not, without the Authority's prior written consent:

- (a) terminate, enter into or vary any agreement with a Sub-Contractor in connection with the Services (or relevant part of the Services);
- (b) (subject to normal maintenance requirements) make material modifications to, or dispose of, any Authority Network Assets; or
- (c) terminate, enter into or vary any licence for third party software in connection with the Services (or relevant part of the Services).

26.10.2 During the Transition Assistance Period, the Authority will provide written notice to the Operator setting out:

- (a) which Authority Network Assets the Authority requires to be transferred to the Authority and/or its Successor Operator; and
- (b) which agreements with Sub-Contractors and other agreements specified in paragraph 2.4 above the Authority require to be assigned or novated to the Authority and/or its Successor Operator (the "Transferring Contracts").

Where requested by the Authority and/or its Successor Operator, the Operator will provide all reasonable assistance to the Authority and/or its Successor to enable it to determine which Authority Network Assets and Transferring Contracts the Authority and/or its Successor Operator requires in order to provide the Services (or relevant part of the Services).

26.10.3 Upon request by the Authority, the Operator shall assign to the Authority (and/or its nominated Successor Operator), at no cost to the Authority or its Successor Operator, free from all liens, charges, options, Encumbrances and third party rights, title to and all rights and interests in those Authority Network Assets identified by the Authority under paragraph 10.2 above.

26.10.4 The Operator shall assign or procure the novation to the Authority (or the Successor Operator) of the Transferring Contracts, with effect from, at the latest, the expiry of the Transition Assistance Period. The Operator shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

26.10.5 The Operator shall indemnify the Authority (and/or the Successor, as applicable) against each Loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (and/or Successor Operator) pursuant to paragraph 10.4 above in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

## **26.11 Operator Personnel**

26.11.1 The Operator will not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services (or relevant part of the Services) from transferring their employment to the Authority and/or its Successor Operator.

26.11.2 During the Transition Assistance Period, the Operator will give the Authority and/or its Successor Operator access to the Operator's personnel to present the case for transferring their employment to the Authority and/or its Successor Operator.

26.11.3 The Operator will immediately notify the Authority or, at the direction of the Authority, the Successor Operator of any period of notice given by the Operator or received from any employees engaged in the provision of the Services, regardless of when such notice takes effect.

26.11.4 The Operator shall not, during the final twenty four (24) months of the Contract Period or during the Transition Assistance Period:

- (a) without the prior consent of the Authority (which shall not be unreasonably withheld or delayed) make, or promise to make, any material improvement in the terms or conditions of employment of any employee of the Operator (including in respect of notice periods, pension benefits and benefits to be provided on termination of employment) which would not reasonably be made by the Operator in the ordinary course of its business of operating the Network and acting in accordance with Good Industry Practice; or
- (b) appoint new employees to be engaged in the operation or maintenance of the Network Assets who would not reasonably be appointed by the Operator in the ordinary course of its business of operating the Network and acting in accordance with Good Industry Practice,

provided that paragraphs 26.11.4(a) and 26.11.4(b) shall not apply to any matters done in accordance with any [national wage agreement].

26.11.5 Neither Party will, during the Contract Period or for twelve (12) months thereafter, employ or entice any directors, officers, employees, contractors or Sub-Contractors of the other party away from their employment with that other party, except where any such directors, officers, employees, contractors or Sub-Contractors respond to a general advertisement of employment which is published in a national newspaper.

## **Schedule 27: Insurances**

**27.1 Insurance requirements**

27.1.1 The types of insurance required, and the minimum insurance level for each type are set out below.

Type of Insurance	Minimum Insurance Level
Damage to 3rd party property	Six million, five hundred thousand euro (€6,500,000) in respect of any one accident
Public Liability	Six million, five hundred thousand euro (€6,500,000) in respect of any one accident
Employers' Liability	Thirteen million euro (€13,000,000) in respect of any one accident

**27.2 Other Insurance Requirements**

27.2.1 A specific indemnity to the Authority shall be put in place and confirmed in writing in respect of each of the insurances specified in paragraph 27.1 (Types of Insurances).

27.2.2 Insurance cover in respect of all Network Buses to be used to provide the Service shall be Comprehensive.

## **Schedule 28: Grant Agreement**

Draft: 31 October 2014 EOH\15412534.3

[ • ] 2014

**AN tÚDARÁS NÁISIÚNTA IOMPAIR – NATIONAL TRANSPORT AUTHORITY**

**and**

**[OPERATOR]**

---

**FRAMEWORK GRANT AGREEMENT**

**THIS AGREEMENT** is made on [ • ] 2014 between:

- (1) **An tÚdarás Náisiúnta Iompair-National Transport Authority**, as established pursuant to the Dublin Transport Authority Act 2008, as amended by the Public Transport Regulation Act 2009 and having its principal office at Dún Scéine, Harcourt Lane, Dublin 2 (the “**Authority**”); and
- (2) **[Operator]**, a private limited company having its principal office at XX , Dublin X (“**Operator**”).

**RECITALS**

- (A) Section 48 of the Dublin Transport Authority Act 2008 (as amended, the “**Act of 2008**”) provides that the Authority shall secure the provision of public passenger transport services by means of public transport services contracts.
- (B) Section 49 of the Act of 2008 provides that where the Authority enters into a public transport services contract under section 48 of the Act of 2008, it may, subject to such conditions as it sees fit, make payments to the public transport operator concerned out of moneys provided by the Oireachtas or otherwise, in respect of the provision of public passenger transport services referred to in that public transport services contract.
- (C) Regulation (EC) No. 1370/2007 (the “**PSO Regulation**”) on public passenger transport services by rail and by road lays down the conditions under which competent authorities, when imposing or contracting for Public Service Obligations, compensate public service operators for costs incurred and/or grant exclusive rights in return for the discharge of Public Service Obligations.
- (D) Section 52 of the Act of 2008 provides that the Authority shall enter into direct award contracts with [Operator] to secure certain public bus services.
- (E) [Operator] is entitled to certain rights specified in the Public Service Contract and [Operator] agreed to provide the Services specified therein in accordance with the Public Service Contract, the Act of 2008 and the PSO Regulation.
- (F) [Operator] may wish from time to time to acquire new Buses in connection with the delivery of the Services specified in the Public Service Contract.
- (G) Subject to the terms of this Agreement, the Authority may wish from time to time to make available certain monies by way of grant or to make certain payments to [Operator] in accordance with section 45 and/or section 49 of the Act of 2008 to facilitate the acquisition of such new Buses by [Operator].
- (H) The Authority and [Operator] acknowledge that any monies made available by the Authority to [Operator] is being made available in accordance with the PSO Regulation.

**NOW IT IS AGREED AS FOLLOWS:**

## SECTION 1

### INTERPRETATION

#### 9. Definitions and Interpretation

##### 9.1 Definitions

In this Agreement:

**“Act of 2008”** has the meaning given to it in Recital (A).

**“Authorisation”** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

**“Buses”** means mechanically propelled vehicles designed for travel by road having seating accommodation for more than nine persons (including the driver), and **“Bus”** shall be construed accordingly.

**“Business Day”** means a day (other than a Saturday or Sunday or public holidays) on which banks are open for general business in Dublin.

**“direct award contract”** has the meaning assigned to it in section 47 of the Act of 2008.

**“Encumbrance”** means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, trust arrangement or security interest of any kind or other agreement or arrangement having the effect of conferring security (including title transfer and/or retention arrangements having a similar effect).

**“Expert”** has the meaning given to it in clause 20.

**“Grant”** or **“Grant Monies”** means the sum or sums of money being made available by the Authority to [Operator] pursuant to, and in accordance with, a Grant Letter and this Agreement.

**“Grant Balance”** means the aggregate of:

- (a) any amount advanced by the Authority under this Agreement and any Grant Letter entered into pursuant to this Agreement in the twelve (12) months prior to the date of demand contemplated by clause 6.2(b); and
- (b) in relation to any Grant advanced at any other time, the lower of:
  - (i) the amount of such Grant; and
  - (ii) the amortised value at such time of any Buses the subject of such Grant, on the basis that [Operator] complied with its obligations under the Grant Letter and this Agreement.

**“Grant Letter”** means a letter substantially in the form set out in the Schedule to this Agreement, or such other form as the Parties may agree, in which the Authority offers to make available to [Operator] a Grant or Grants and [Operator] accepts such offer.

**“Party”** means a party to this Agreement.

**“PSO Regulation”** has the meaning given to it in Recital (C).

**“Public Service Bus”** means:

- (a) each Bus acquired by [Operator] with the Grant Monies in accordance with a Grant Letter and this Agreement; or



- (b) any Bus that is to be treated as a “Public Service Bus” pursuant to clause 9.2 or clause 9.3 of this Agreement or as otherwise agreed in writing by the Authority and [Operator],

and “**Public Service Buses**” shall be construed accordingly.

“**Public Service Contract**” means, as applicable:

- (c) the direct award contract dated 1 December 2009 between the Authority and [Operator];
- (d) the direct award contract dated [ • ] 2014 between the Authority and [Operator]; or
- (e) any other public transport services contract between the Authority and [Operator],

in each case, in relation to, among other things, compensation pursuant to the Act of 2008 and the PSO Regulation for the performance of Public Service Obligations.

“**Public Service Obligation**” has the meaning given to it by section 47 of the Act of 2008.

“**public transport services contract**” has the meaning given to it in section 47 of the Act of 2008.

“**required number**” means, at any time, the number of Buses that the Authority specifies as appropriate for an operator to perform such Services:

- (f) as may be the subject of a future tender competition for a public transport services contract; or
- (g) to the extent not falling within (a), as may be specified by the Authority (in connection with any review carried out pursuant to section 51 or section 52(6) of the Act of 2008) as falling, or as to fall, outside the then applicable Public Service Contract.

“**Required Public Service Bus**” means any Public Service Bus that:

- (h) falls within clause 15.4(a); or
- (i) has been so specified in accordance with clause 15.4(b).

“**Sale Amount**” means the amount received by [Operator] in respect of the sale of Public Service Buses following a tender process required by the Authority pursuant to clause 6.2(b)(ii) or clause 7.1.

“**Security**” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

“**Service**” or “**Services**” means the public bus services [Operator] is required to provide pursuant to a Public Service Contract.

“**Tax**” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

## 9.2 Construction

- (a) Unless a contrary indication appears, a reference in this Agreement to:
  - (i) the “**Authority**”, “[**Operator**]”, any “**Party**” or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
  - (ii) “**assets**” includes present and future properties, revenues and rights of every description;

- (iii) a “**person**” includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing;
  - (iv) a “**regulation**” includes any regulation, rule, official directive, request or guideline (having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
  - (v) “**VAT**” shall be construed as a reference to value added tax including any similar tax which may be imposed in place thereof from time to time;
  - (vi) a provision of law is a reference to that provision as amended or re-enacted; and
  - (vii) a time of day is a reference to Dublin time.
- (b) Section, clause and Schedule headings are for ease of reference only.

9.3 Currency symbols and definitions

“**€**” and “**euro**” denote the lawful currency of Ireland.

## SECTION 2

### GRANT TO [OPERATOR]

#### 10. The Grant

##### 10.1 The Grant

The Authority may make available to [Operator] from time to time Grants by way of grant, subject to, and in accordance with, this Agreement and the applicable Grant Letter.

##### 10.2 Purpose of the Grant

The purpose for which each Grant is to be applied shall be as set out in the applicable Grant Letter.

#### 11. Payment of the Grant

##### 11.1 Payment of the Grant

The Grant (or any part of a Grant as may be due in accordance with the Grant Letter) shall be paid to [Operator] within twenty (20) Business Days of the conditions specified in the relevant Grant Letter for such Grant (or part, as the case may be) being satisfied.

#### 12. Acknowledgement by [Operator]

##### 12.1 Acknowledgement by [Operator]

[Operator] hereby acknowledges that:

- (a) the Authority, in making the Grants available to [Operator], is not acting as a lender or finance provider of any kind; and
- (b) the Public Service Buses purchased by [Operator] in accordance with this Agreement are, subject to clause 7.3, the sole responsibility of [Operator].

## SECTION 3

## PUBLIC SERVICE BUSES

## 13. Use of Public Service Buses

## 13.1 Use of Public Service Buses

- (a) Subject to clause 5.1(b), [Operator] shall use the Public Service Buses solely and exclusively for the purpose of providing the Services.
- (b) [Operator] may use the Public Service Buses in connection with the provision of services other than the Services, provided that it pays to the Authority within ten (10) Business Days of the end of each Period an amount determined in accordance with the following:

$$MA \times \frac{NPSH}{TSH}$$

Where:

MA is amount of grant divided by number of Periods in expected life of buses

NPSH is, in any Period, the number of hours (rounded upwards) in respect of which a Public Service Bus has undertaken services other than Services; and

TSH is, in any Period, the number of hours (rounded upwards) in respect of which a Public Service Bus has undertaken services (including Services)

(the “**Repayment Mechanism**”).

- (c) For the purposes of this clause 5.1, “**Period**” means each [Operator] accounting period of four weeks.
- (d) The Authority and [Operator] shall review the Repayment Mechanism within twelve (12) months of the date of execution of this Agreement and discuss and negotiate in good faith any amendments to the Repayment Mechanism.

## 13.2 Restriction on Use

[Operator] shall not without the prior written consent of the Authority use or permit the use of any Public Service Bus except in accordance with clause 5.1 above.

## 13.3 No alienation

Except with the prior written consent of the Authority, [Operator] shall not sell, alienate, assign, part with the possession of or otherwise dispose of or remove (save for purpose of normal maintenance, repair or replacement) or mortgage or charge or otherwise create, or permit to be created, any Encumbrance over the Public Service Buses or any part thereof.

## SECTION 4

### CANCELLATION AND REPAYMENT

#### 14. Cancellation and Repayment

##### 14.1 Cancellation and Repayment of Grant

The Authority may stop payment of the Grant and/or revoke and cancel the Grant and require repayment of the Grant Balance if any one or more of the following events occur:

- (a) if [Operator] commits a breach of any of the terms, conditions or warranties of this Agreement and fails to rectify such breach within fifteen (15) Business Days after written notice thereof has been served by the Authority on [Operator];
- (b) if [Operator] enters into liquidation whether compulsory or voluntary or becomes insolvent or enters into receivership or examinership or enters into any arrangement with its creditors or takes or suffers any similar action in consequence of debt other than a bona fide amalgamation or reconstruction of [Operator];
- (c) if it becomes unlawful for the Authority to perform any of its obligations as contemplated by this Agreement (whether by reference to the Regulation or otherwise);
- (d) if there is a breach by [Operator] of any of the provisions of clause 5;
- (e) if [Operator] suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business without the prior written consent of the Authority; and
- (f) if [Operator] rescinds or purports to rescind or repudiates or purports to repudiate this Agreement or any Grant Letter.

##### 14.2 Demand for Repayment / Request for Tender

[Operator] hereby covenants that on the occurrence of any of the events referred to in clause 6.1:

- (a) it shall as soon as practicable notify the Authority of the occurrence of such event (other than in respect of clause 6.1(c)); and
- (b) it shall, at the sole discretion of the Authority:
  - (i) within ten (10) Business Days of the date of a written demand from the Authority repay to the Authority the Grant Balance together with all costs reasonably incurred by the Authority in the recovery of such monies; or
  - (ii) within fifteen (15) Business Days of the date of a written request from the Authority initiate a tender process for the sale of the relevant Buses.

##### 14.3 Amount Due

The amount specified by the Authority in any notice issued pursuant to clause 6.2(b)(i) shall, except in the case of manifest error, be conclusive as to the amount due by the [Operator] to the Authority pursuant to clause 6.2(b)(i).

##### 14.4 Interest

If [Operator] fails to pay any amount payable by it under this Agreement:

- (a) on its due date; or
- (b) in the case of clause 6.2(b)(ii) or clause 15.1(c), within fifteen (15) Business Days of the date of receipt by [Operator] of the Sale Amount,

interest shall accrue on the overdue amount from the due date up to the date of actual payment at a rate of 0.3% per month. Any interest accruing under this clause 6.4 shall be immediately payable by [Operator] on demand by the Authority.

## 15. Required Public Service Bus

### 15.1 Required number

The Authority shall be entitled to require [Operator] to:

- (a) transfer to it each Required Public Service Bus, free from any Encumbrance and in good repair, appearance and roadworthy condition (fair wear and tear excepted); or
- (b) pay to the Authority an amount of the Grant equivalent to the amortised value of the Required Public Service Bus; or
- (c) initiate a tender process for the Sale of the Required Public Service Bus(es) and pay the Authority the Sale Amount within fifteen (15) Business Days of the date of receipt by [Operator] of the Sale Amount,

and [Operator] shall comply with the requirements of the Authority.

### 15.2 Manufacturer's Warranties

If the Authority has required [Operator] to transfer the Required Public Service Buses to the Authority in accordance with clause 7.1, [Operator] shall, at the same time, transfer to the Authority any guarantee or warranty given by the manufacturer or supplier of the Required Public Service Buses (to the extent permitted to do so) and any manuals or log books in respect of such Required Public Service Buses.

### 15.3 Date of Transfer and Date of Sale

As between the Authority and [Operator]:

- (a) the Public Service Buses acquired by [Operator] in accordance with this Agreement are the sole responsibility of [Operator] up to the date of any transfer of such Public Service Buses to the Authority pursuant to clause 7.1 (the "**Date of Transfer**") or the date of sale of such Public Service Buses pursuant to clause 6.2(b)(ii) or clause 7.1 (the "**Date of Sale**") (collectively, the "**Relevant Public Service Buses**");
- (b) on and with effect from the Date of Transfer or the Date of Sale (as the case may be), [Operator] has no further obligation to maintain insurance in respect of the Relevant Public Service Buses; and
- (c) except in respect of any liability arising, or the circumstances giving rise to such liability arising, prior to the Date of Transfer or the Date of Sale (as the case may be), [Operator] has no liability in respect of the Relevant Public Service Buses arising on or after the Date of Transfer or the Date of Sale.

### 15.4 Required Public Service Bus

Where in connection with a proposed competitive tender, the Authority has specified a required number, this clause 15.4 shall apply to identify the individual Public Service Buses that are Required Public Service Buses:

- (a) where the required number is equal to or greater than the number of Public Service Buses at that time, all the Public Service Buses shall be Required Public Services Buses; or
- (b) where the required number is less than the number of Public Service Buses, the Authority shall specify the individual Public Service Buses to be treated as “Required Public Service Buses” for the purposes of this Agreement.

**SECTION 5**  
**OPERATION, MAINTENANCE AND REPAIR**

**16. Operation, Maintenance and Repair**

**16.1 Operation and Use**

[Operator] shall operate the Public Service Buses:

- (a) in the normal and ordinary course of its operations and not for any purpose for which they are not designed or reasonably suited;
- (b) in accordance with all applicable laws;
- (c) subject to clause 8.3(c), in accordance with any manuals and technical documents and all certificates and approvals relating to the Public Service Buses;
- (d) so as not to discriminate between the Public Service Buses and other Buses owned or operated by [Operator];
- (e) subject to clause 8.3(c), so as not to invalidate any manufacturer's warranties; and
- (f) so as not to render any applicable insurances invalid, void, voidable or unenforceable or render any sum payable under any applicable insurance repayable.

**16.2 Licences and Taxes**

[Operator] shall at its own expense register the Public Service Buses and pay any registration fees, licence fees, vehicle inspection fees, Taxes, tolls or other costs and expenses payable in connection with the purchase, registration and/or licensing of the Public Service Buses.

**16.3 Maintenance and Repair**

[Operator] shall maintain, service and repair the Public Service Buses using suitably qualified personnel so as to:

- (a) keep each Public Service Bus in good repair, condition and appearance and roadworthy (fair wear and tear excepted);
- (b) keep each Public Service Bus clean internally and externally and free from rubbish, stains and graffiti;
- (c) comply with the applicable manufacturer's maintenance, component maintenance or structural repair manuals and corrosion prevention programmes and all modifications, service bulletins and similar requirements applicable to the Public Service Buses (the "**Manufacturer's Requirements**") except where [Operator] reasonably believes that any such Manufacturer's Requirements are unnecessary to achieve an acceptable standard of maintenance; and
- (d) not, without the prior written approval of the Authority, discriminate in its maintenance or repair of the Public Service Buses as between the Public Service Buses and other Buses owned or operated by [Operator].

**16.4 Alterations**

[Operator] shall ensure that no modification to or change or alteration in the Public Service Buses is made without the prior written consent of the Authority which will have the effect of materially reducing the value or roadworthiness of the Public Service Buses except as is:



- (a) necessary for compliance with applicable laws; or
- (b) required by the manufacturer.

[Operator] may, at its own expense, make modifications, alterations and improvements to the Public Service Buses (including making any associated changes to the manuals and technical documents) if such modifications, alterations and improvements do not have the effect of materially reducing the value or remaining useful life of the Public Service Buses.

#### 16.5 Inspection

[Operator] shall permit:

- (a) the Authority;
- (b) the Authority's Representatives; or
- (c) such other persons as the Authority may nominate in connection with any competition for the award of a Public Service Contract,

(in the case of (a) and (b)) during normal business hours and, in the case of (c), during normal business hours, in each case on reasonable notice, to inspect the Public Service Buses. For the purpose of inspecting the Public Service Buses, [Operator] shall procure that the Authority or the Authority's Representatives are authorised to enter onto any land or into any premises at which the Public Service Buses may from time to time be located. For the avoidance of doubt, in the case of (a), (b) and (c), entry onto any land or into any premises is subject to compliance with [Operator]'s health and safety requirements and all applicable health and safety legislation.

For the purposes of this clause 8.5 and clause 8.6(c), the "**Authority's Representatives**" means employees, consultants or advisers of the Authority.

#### 16.6 Manuals and Technical Records

[Operator] shall:

- (a) maintain all such records, information and documents that are required to be maintained in respect of the Public Service Buses to comply with any applicable laws and in accordance with prudent ownership, operating and management practice;
- (b) keep accurate, complete and up to date records of the location of each Public Service Bus and of all maintenance, repairs, additions, alterations and modifications to, and removal of parts from, each Public Service Bus; and
- (c) subject to compliance with [Operator]'s health and safety requirements and all applicable health and safety legislation, permit the Authority or the Authority's Representatives during normal business hours on reasonable notice to examine and take copies of such records, information and documents.

### 17. Insurance and Replacement

#### 17.1 Insurance

[Operator] shall ensure that such insurances in respect of the Public Service Buses as may be required by law are taken out and maintained, and shall furnish such evidence in this respect as the Authority may require.

#### 17.2 Replacement of Public Service Buses

If there should be damage to or loss of any of the Public Service Buses through fire or accident or any other cause the insurance or other compensation received by [Operator] in respect of such Public Service Buses shall be used to restore the Public Service Buses so damaged or lost and in the event of such compensation being insufficient for that purpose [Operator] shall bear the first €500,000 of the deficiency out of its own funds and half of any deficiency above this amount.

17.3 Substitution of Buses

- (a) If there should be damage to or loss of any of the Public Service Buses resulting in such Public Service Buses being unavailable for use, [Operator] may substitute for such Public Service Buses any other Buses owned by it provided that such Buses are of an equivalent specification, state of repair and roadworthy condition to the Public Service Buses that are available for use.
- (b) Any Bus substituted for a Public Service Bus in accordance with clause 9.3(a) shall be deemed to be a Public Service Bus for the purposes of this Agreement and the provisions of this Agreement shall apply to such Bus for the period for time for which it is substituted and being used as a Public Service Bus.

**SECTION 6**  
**INDEMNITIES**

**18. Indemnities**

**18.1 [Operator] Indemnity**

Subject to clause 10.2, clause 10.3 and clause 10.4, [Operator] hereby indemnifies and agrees to hold harmless on demand the Authority, its respective officers, agents, servants and/or employees (each an “**Indemnified Person**”) from and against all and any loss, liability or claims which may arise as a direct result of :

- (a) any negligent act or omission of [Operator] or any person for whom [Operator] is responsible in connection with the performance of its obligations under this Agreement.;
- (b) failure to comply with any applicable laws;
- (c) the use of the Public Service Buses by [Operator]; or
- (d) any breach of this Agreement by [Operator].

**18.2 Exclusions**

[Operator] shall not be liable, in contract, tort (including negligence) or for breach of duty or breach of statutory duty for:

- (a) any economic loss (including loss of revenues, profits, contracts, business or anticipated savings);
- (b) any loss of goodwill or reputation; or
- (c) any special or indirect or consequential losses

in any case, whether or not such losses were within the contemplation of the Parties at the date of this Agreement, or were suffered or incurred by a Party arising out of or in connection with any matter arising under this Agreement.

**18.3 Compliance with direction**

Such indemnity shall not operate to the extent that the act complained of arises directly from [Operator]’s compliance with a direction of the Authority under the Act of 2008.

## **SECTION 7**

### **REPRESENTATIONS AND UNDERTAKINGS**

#### **19. Representations**

[Operator] makes the representations and warranties set out in this clause 12 to the Authority on the date of this Agreement.

##### **19.1 Status**

- (a) It is a corporation, duly incorporated and validly existing under the laws of Ireland.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

##### **19.2 Binding obligations**

Obligations expressed to be assumed by it in this Agreement are legal, valid, binding and enforceable obligations.

##### **19.3 Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, this Agreement does not and will not conflict with:

- (a) any law or regulation applicable to [Operator];
- (b) [Operator]'s constitutional documents; or
- (c) any agreement or instrument binding upon [Operator] or any of its assets.

##### **19.4 Power and authority**

- (a) [Operator] has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Agreement to which it is a party and the transactions contemplated by this Agreement.
- (b) No limit on any of [Operator]'s powers will be exceeded as a result of anything contemplated by this Agreement.

##### **19.5 Validity and admissibility in evidence**

It has all Authorisations required to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Agreement and the transactions contemplated by this Agreement.

##### **19.6 No misleading information**

- (a) Any factual information which has been provided in writing to the Authority by or on behalf of [Operator] in relation to this Agreement was, or will be, true and accurate in all material respects at the date it was, or is, provided.
- (b) Nothing has occurred or been knowingly omitted from that factual information provided at the time it is provided and no information has been given or withheld that results in the information or assumptions contained in that information provided at the time it is provided being untrue or misleading in any material respect.

##### **19.7 Solvency**

[Operator] has not taken any action nor have any steps been taken or legal proceedings started or threatened against it for winding up, examination, dissolution or re-organisation, the enforcement of any Security over its assets or for the appointment of a receiver, examiner, administrative receiver or administrator, trustee or similar officer of it or any of its assets.

**20. Information Undertakings**

The undertakings in this clause 12 remain in force from the date of this Agreement for so long as any amount is outstanding under this Agreement.

**20.1 Information: miscellaneous**

[Operator] shall promptly supply to the Authority, upon request, such information regarding the financial condition, business, operations and related matters of [Operator] and/or information on the use, condition and maintenance/operational records of the Public Service Buses as the Authority may reasonably request and to the extent that such information relates to the Public Service Buses.

**20.2 Notification of default**

[Operator] shall notify the Authority of the occurrence of any event referred to in clause 6.1 (other than in respect of clause 6.1(c)) promptly upon becoming aware of its occurrence.

**21. General Undertakings**

The undertakings in this clause 13 remain in force from the date of this Agreement for so long as any amount is outstanding under this Agreement.

**21.1 Authorisations**

[Operator] shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) where requested by the Authority, supply certified copies to the Authority of,

any Authorisation required under any law or regulation to enable it to perform its obligations under this Agreement and to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement.

**21.2 Change of business**

[Operator] shall procure that no substantial change is made to the nature of its business contemplated by the Public Service Contract from that carried on at the date of this Agreement.

**SECTION 8**  
**CHANGES TO THE PARTIES**

**22. Changes to the Authority**

**22.1** Assignments and transfers by the Authority

The Authority may:

- (a) assign any of its rights; or
- (b) transfer by novation any of its rights and obligations,

under this Agreement to a statutory body corporate without the consent of [Operator].

**23. Changes to [Operator]**

**23.1** Assignment and transfers by [Operator]

[Operator] may not assign any of its rights or transfer any of its rights or obligations under this Agreement without the consent in writing of the Authority.

**SECTION 9**  
**ADMINISTRATION**

**24. Set-Off**

**24.1 No set-off by [Operator]**

Subject to clause 20, all payments to be made by [Operator] under this Agreement shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

**24.2 Set-off by the Authority**

The Authority may set off any amount due and owing from [Operator] under this Agreement against any amount due and owed by the Authority to [Operator].

**25. Notices**

**25.1 Communications in writing**

Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by fax or letter.

**25.2 Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement is that identified with its name below in the case of the Authority, that identified with its name below in the case of [Operator], or any substitute address, fax number or department or officer as [Operator] may notify to the Authority (or the Authority may notify to [Operator], if a change is made by the Authority) by not less than five Business Days' notice.

**25.3 Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:
  - (i) if by way of fax, when received in legible form; or
  - (ii) if by way of letter, when it has been left at the relevant address or five Business Days' after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 25.2, if addressed to that department or officer.

**25.4 Notification of address and fax number**

Promptly upon receipt of notification of an address, and fax number or change of address or fax number pursuant to clause 25.2 or changing its own address or fax number, the Authority shall notify the other Parties.

**25.5 English language**

- (a) Any notice given under or in connection with this Agreement must be in English.
- (b) All other documents provided under or in connection with this Agreement must be:
  - (i) in English, or

- (ii) if not in English, and if so required by the Authority, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

## 26. Calculations and Certificates

### 26.1 Accounts

Subject to clause 20, in any litigation arising out of or in connection with this Agreement, the entries made in the accounts by the Authority are, in the absence of manifest error, *prima facie* evidence of the matters to which they relate.

### 26.2 Certificates and determinations

Subject to clause 20, any certification or determination by the Authority of a rate or amount under this Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

### 26.3 Day count convention

Any interest accruing under this Agreement will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the European interbank market differs, in accordance with that market practice.

### 26.4 Partial Invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

## 27. Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of the Authority, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

## 28. Dispute as to valuation

If any dispute arises out of or in connection with the value of the Buses, either Party may give a notice that a dispute exists (a “**Dispute Notice**”) to the other Party and if the Parties have not resolved the dispute within five (5) Business Days of the date of the Dispute Notice, the following provisions apply:

- (a) either Party may refer the dispute to an independent person agreed by the Parties or in default of agreement within fourteen (14) Business Days of the date of the Dispute Notice, an independent person nominated by the Chairman of the Chartered Institute of Arbitrators Irish Branch (the “**Expert**”), with a request that the Expert make a decision on the dispute within twenty one (21) Business Days of receiving the reference;
- (b) in a reference, the Expert shall act as an expert and not as an arbitrator;
- (c) the decision of the Expert is, in the absence of fraud or manifest error, final and binding on both Parties;



- (d) the Parties shall bear the Expert's costs equally;
- (e) the Parties shall with reasonable expedition endeavour to agree any terms of reference of the Expert or procedures relating to the determination (failing which the Expert shall determine his own terms of reference and the procedures to be applied to the determination of any dispute pursuant to this clause); and
- (f) each Party shall promptly furnish to the Expert all such assistance, documents, information and personnel as the Expert may require for the purpose of the determination.

**29. Whole Agreement**

- (a) This Agreement and the then applicable Public Service Contract constitute the entire agreement between the Parties relating to the subject matter of this Agreement, and supersede all prior representations, arrangements, understandings and agreements between the Parties.
- (b) No Party has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this Agreement or the said Public Service Contract.

**30. Counterparts**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

## SECTION 10

### GOVERNING LAW AND ENFORCEMENT

31. **Governing Law**

This Agreement is governed by and shall be construed in accordance with Irish law.

32. **Enforcement**

- (a) Except pursuant to clause 20, the courts of Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement (a “**Dispute**”).
- (b) The Parties agree that the courts of Ireland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

**THIS AGREEMENT** has been entered into on the date stated at the beginning of this Agreement.

**SIGNATURES**

**[OPERATOR]**

By:

Address:       XX  
                  Dublin X

Fax:            +353 (0) 1 703 XXXX

Attention:      XXXXX  
                  Company Secretary

**THE AUTHORITY**

**AN tÚDARÁS Náisiúnta Iompair-National Transport Authority**

By:

Address:       Dún Scéine,  
                  Harcourt Lane,  
                  Dublin 2.

Fax:            +353 (0) 1 879 8333

Attention:      Gerry Murphy  
                  Chief Executive



## SCHEDULE

### Form of Offer Letter

[Date]

[Operator]

FAO: The Company Secretary

#### Grant Offer Letter

Dear Sirs

We refer to the Framework Grant Agreement dated [ • ] between us (the “**Framework Agreement**”). Terms and expressions used in this letter shall have the same meaning as in the Framework Agreement unless the context otherwise requires.

You have notified us that you [*insert purpose of grant*] and the Authority has determined to make available to you the following grant on the terms and conditions of the Framework Agreement and this letter.

1. This is a Grant Letter for the purposes of the Framework Agreement.
2. The Grant being made available by the Authority is [*insert details of the grant, e.g., the amount of [ • ] in respect of each Bus being acquired provided that the aggregate amount to be made available pursuant to this Offer Letter shall not exceed [ • ]*] (the “**Grant**”).

3. The Grant is being made available by the Authority to [Operator] to *[facilitate the acquisition by [Operator]] / [reimburse [Operator] for expenditure incurred by it in connection with the acquisition]* of Buses to be used for the purpose of providing the Services.
4. The Grant shall be made by the Authority:
  - (a) upon it receiving, in form and substance satisfactory to it, the following:

*[insert applicable conditions precedent, such as*

    - (i) evidence of the [expenditure incurred and paid] / [invoices] as the purchase price for the Public Service Buses;*
    - (ii) evidence the insurances referred to in clause 9.1 have been put in place;*
    - (iii) that [Operator] is up to date in its affairs with the Revenue Commissioners and that prior to payment of the Grant it shall submit an up to date tax clearance certificate from the Revenue Commissioners;*
    - (iv) a copy of the contract (and any document relating thereto requested by the Authority) entered into by [Operator] with the vendor in connection with the acquisition of the Public Service Buses;*
    - (v) evidence that [Operator] has acquired the Public Service Buses the subject of the Grant;]*
  - (b) if the representations set out in the Framework Agreement are true and correct as of *[each/the]* date the Grant is made.
5. Payment of the Grant shall be made in accordance with clause 11.1 of the Framework Agreement.
6. The Framework Agreement shall apply to this letter and the Grant contemplated by this Grant Letter except to the extent modified by this Grant Letter and any such modification has been agreed with [Operator].
7. In the event of an inconsistency between the terms of this Grant Letter and the Framework Agreement, the terms of this Grant Letter shall prevail.

Please sign where indicated below to acknowledge your acceptance of, and agreement to, the foregoing.

Yours faithfully

**AN tÚDARÁS NÁISIÚNTA IOMPAIR –  
NATIONAL TRANSPORT AUTHORITY**

ACCEPTED AND AGREED THIS [ • ]

**[OPERATOR]**

**Schedule 29: Financial Audit Terms of Reference**



## **29.1 Outline of Financial Audit Terms of Reference**

29.1.1 A Financial Audit of the Operator shall be carried out on behalf of the Authority each year, following the submission to the Authority of the Operator's audited accounts.

29.1.2 The audit shall include but not be limited to:

(a) Calculation and processing of payments:

- i. Amounts due for delivering the Services are correctly calculated and received from the Authority; and
- ii. Any overpayments and/or variations are appropriately reconciled.

(b) Contractual compliance:

- i. Operator has met its obligations to report on operations and performance as specified in the Contract;
- ii. Operator has met the standard of performance specified in the Contract;
- iii. Reported performance of Operator can be substantiated by operational source information;
- iv. Operator returns to the Authority have been approved at an appropriate level of management;
- v. Operator Subcontractors are approved in advance and their services are adequately reported on;
- vi. Auxiliary departures are reported on in a timely manner; and
- vii. Changes to fares are appropriately authorised.

(c) Cost of providing the Services:

- i. Operator has met its obligations to report on costs and revenues as specified in the Contract;
- ii. Operator has maintained separate accounts for the delivery of the Services;
- iii. Allocation of costs and revenues between the Services and Operator's commercial services agrees to the company's overall financial performance;
- iv. Operator has appropriate and clearly documented procedures for allocating costs and revenues between PSO and commercial services, and that these have been supplied to the Authority as required by the Contract in a timely manner; and
- v. Costs and revenues have been allocated correctly to a sample of Services

(d) Calculation of PSO Compensation Amount:

- i. Any Reasonable Profit paid to Operator on its delivery of the Services is calculated on a suitable basis; and

- ii. Operator's operating costs for PSO services are consistent with those of a 'well-run' bus operator.

(e) Cross-subsidy between operators:

- i. Financial flows among Operators do not represent a cross-subsidy between operators.

(f) Duplication of subsidy:

- i. PSO funding issued by the Authority is not being duplicated across Operators

(g) Follow-up on previous internal audit recommendations: