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NATIONAL TRANSPORT AUTHORITY

AN tÚDARÁS NÁISIÚNTA IOMPAIR – NATIONAL TRANSPORT AUTHORITY

and

M & A COACHES LIMITED

PUBLIC TRANSPORT SERVICES CONTRACT

TERMS AND CONDITIONS

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PUBLIC TRANSPORT SERVICES CONTRACT

THIS AGREEMENT is made the 23rd day of April 2013

BETWEEN:

(1) **National Transport Authority (or in the Irish language, An tÚdarás Náisiúnta Iompair)**, a statutory corporation established under the Dublin Transport Authority Act 2008, as amended by the Public Transport Regulation Act 2009 and having its principal office at Dún Scéine, Iveagh Court, Harcourt Lane, Dublin 2; and

(1) (2) **M & A Coaches** of 44 High Street, Ballyragget, Co. Kilkenny.

INTRODUCTION:

(A) Section 48 of the 2008 Act provides that the Authority shall secure the provision of public passenger transport services by means of public transport services contracts.

(B) The Authority is proposing to enter into this Agreement (which is a public transport service contract) with the Operator whereby the Operator will provide the Services in accordance with, and subject to, the terms and conditions of this Agreement and the 2008 Act.

(C) Before this Agreement takes effect:

(a) you must accept the terms and conditions of this Agreement by signing and returning the counterpart of this document to the Authority; and

(b) you must satisfy the conditions precedent specified in paragraph 3.

TERMS AND CONDITIONS

1. **Definitions and Interpretation**

1.2 **Definitions**

In this Agreement:

"**2008 Act**" means the Dublin Transport Authority Act 2008.

"**Agreement**" means this Agreement together with the Schedules.

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

"**Authority**" means us, the National Transport Authority.

"**Buses**" means mechanically propelled buses designed for travel by road having seating accommodation for more than nine persons (including the driver) that are used in the provision of the Services and, subject to the consent of the Authority or in accordance with paragraph 8.3, as specified in the Proposal and "**Bus**" means any one of them.

"**Delay Payment**" means a payment, in the amount of five hundred euro (€500), to be made by you to us in connection with a failure by you to implement an improvement to the Services in accordance with an Improvement Notice.

"**Expiry Date**" means the later of:

(a) 30 November 2014; or

(b) if the Authority exercises its right under paragraph 2.3 to extend the Services Period, 30 November 2016.

"**Fares**" means the fares specified in Schedule 6 for a journey on the Route.

"**Fee**" has the meaning given to it in paragraph 5.5.

"**first registered**", in relation to a Bus, means:

(a) the date on which the Bus is entered in the register established and maintained by the Revenue Commissioners under section 131 of the Finance Act 1992; or

(b) in the case of a Bus registered in a jurisdiction outside the State, the date when first registered in accordance with the laws of that jurisdiction or where only the year of first registration of the vehicle is known, that year, in combination with the day and month on which the vehicle was entered in the above register,

and "**first registration**" is to be read accordingly.

"**Improvement Notice**" has the meaning given to it in paragraph 10.3.

"**Operator**" means you.

"**public bus service**" has the meaning given to it in the 2008 Act.

"**Quarter**" means each successive period of three (3) Relevant Periods, or four (4) Relevant Periods in the case of the fourth Quarter of each calendar year, except that:

(a) in respect of the first Quarter, the period commencing on the date of this Agreement and ending on the earlier of 25 March, 17 June, 9 September or 31 December next following; and

(b) the final Quarter of this Agreement shall end on the earlier of the Expiry Date or Termination Date.

"**Quarterly Performance Report**" means the report to be furnished in accordance with paragraph 11.2;

"**Relevant Period**" means each successive period of four (4) weeks provided that:

(a) in respect of the first Relevant Period, the Relevant Period shall commence on the date of this Agreement and end on the date such Relevant Period would have ended if the date of this Agreement had been 1 January 2013;

(b) in respect of the last Relevant Period in a calendar year, the Relevant Period shall commence on 2 December and end on 31 December; and

(c) in respect of the last Relevant Period, the Relevant Period shall end on the earlier of the Expiry Date or the Termination Date.

"**Retention Amount**" means, in relation to an invoice issued in accordance with paragraph 5.7, an amount equal to ten per cent. (10%) of the total Fee shown on such invoice (net of any applicable Tax).

"**road authority**" has the meaning given to it by the Roads Act 1993.

"**Route**" means the route described in Part A of Schedule 1, including the Stopping Places.

"**Service**" or "**Services**" means the obligations contemplated by this Agreement, including carriage for reward of persons using a Bus on the Route pursuant to and in accordance with this Agreement.

"**Service Levels**" means each of the performance obligations specified in the "Service Levels" column in the table in Schedule 7 to this Agreement (and "**Service Level**" means any of them).

"**Services Period**" means the period commencing on the date of this Agreement and ending on the earlier of:

(a) the Expiry Date; or

(b) the Termination Date.

"**Specified Account**" means National Transport Authority AIB Bank Account Number 22535803 Sort Code 931012.

"**Specified Event**" means any event or circumstance specified as such in paragraph 16.1 (Cancellation of Services).

"**Stopping Places**" means the stopping places along the Route at which passengers or intending passengers may request a Bus to stop (being, as at the Commencement Date, the stopping places specified in Part B of Schedule 1) and "**Stopping Place**" means any of them.

"**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).

"**Termination Date**" means the date upon which this Agreement is terminated by the Authority.

"**Timetable**" means in relation to the Route, the timing and frequency of Buses stopping to pick up or drop off passengers at Stopping Places on the Route, as set out in Part B of Schedule 1.

"**Warning**" has the meaning given to it in paragraph 12.2.

"**Website**" has the meaning given to it in paragraph 15.4(a).

"**Working Day**" means a day (other than a Saturday or Sunday or public holiday) on which banks are open for general business in Dublin.

1.3 **Interpretation**

(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) "**we**", "**us**" or any cognate expression of either is a reference to the Authority;

(iii) "**you**" or any cognate expression is a reference to you, the Operator;

(iv) "**assets**" includes present and future properties, revenues and rights of every description;

(v) 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;

(vi) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(vii) "**including**" means including without limitation;

(viii) "**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;

(ix) a provision of law is a reference to that provision as amended or re-enacted; and

(x) a time of day is a reference to Dublin time.

(b) Paragraph and Schedule headings are for ease of reference only.

1.4 **Currency symbols and definitions**

"€"denotes the lawful currency of Ireland.

2. **Public bus service**

2.1 We and you hereby agree that you shall provide a public bus service:

(a) on the Route, and

(b) at the frequencies and timings set out in the Timetable,

for the Services Period in accordance with this Agreement.

2.2 Subject to:

(a) the capacity of the Bus;

(b) where the person is liable to pay a Fare, payment of the Fare;

(c) the person not attempting to take on board the Bus any item that cannot be safely stowed;

(d) the person not behaving in an anti-social manner; and

(e) to all other legal requirements,

you shall transport any person seeking to journey between destinations on the Route.

2.3 On or before the date falling three (3) months prior to the then Expiry Date, or such later date as may be agreed between us, we shall have the option, on giving written notice to you, to extend the then Expiry Date by a period of two (2) years, in which case all references in this Agreement to "Expiry Date" shall be construed as referring to the date contemplated by paragraph (b) of that definition.

3. **Conditions to be satisfied**

3.1 This Agreement shall not take effect unless and until we have received and approved the following in form and substance satisfactory to us:

(a) evidence that the insurances set out in Schedule 3 have been taken out and maintained by you;

(b) a valid tax clearance certificate;

(c) evidence that any road authority in whose functional area the Service is to be provided has issued a direction under section 16 of the Road Traffic Act 2002 specifying the Stopping Places in its functional area; and

(d) evidence that a ticketing machine that is acceptable to the Authority has been installed and is operated on a continuous basis on each bus that is the subject of this contract.

3.2 The conditions specified in paragraph 3.1 are for our sole benefit and may be waived or deferred in whole or in part and with or without conditions by us in our absolute discretion.

4. **Your confirmations**

You confirm to us, and acknowledge that we are relying on these confirmations, that:

(a) your obligations under this Agreement are legal, valid, binding and enforceable obligations;

(b) you have all necessary Authorisations to provide the Services, including, where applicable, an operator's licence (within the meaning of section 2(9) of the Road Traffic and Transport Act 2006);

(c) the entry into and performance by you of, and the transactions contemplated by, this Agreement do not and will not conflict with any law or regulation applicable to you or any agreement or instrument binding upon you or any of your assets;

(d) you have the power to enter into, perform and deliver, and have taken all necessary action to authorise your entry into, performance and delivery of, this Agreement and the transactions contemplated by this Agreement; and

(e) any factual information which has been provided to us by you or on your behalf was, or will be, true and accurate in all material respects at the date it was, or is, provided or as at the date (if any) at which it is stated.

5. **Fares/Fees**

5.1 You shall operate a fare system that complies with Schedule 6 of this Agreement and you shall collect all Fares that are payable by any person using the Service.

5.2 All Fares received by you from persons using the Service shall be:

(a) lodged or otherwise transferred to the Specified Account in accordance with paragraph 5.3;

(b) held for the benefit of, and on trust for, the Authority; and

(c) kept separate and segregated from your assets.

5.3 The Fares received by you during any week (commencing on a Sunday and ending on the following Saturday) shall be lodged or otherwise transferred to the Specified Account on or before the close of business of the second Working Day after the end of the week in question and include the reference "**M & A Coaches**".

5.4 You are not entitled to change or modify any Fare without the prior consent of the Authority.

5.5 Subject to paragraph 5.6, in return for your provision of the Service, we shall pay you in respect of each Working Day on which you provide the Service in accordance with this Agreement, the daily rate identified in Schedule 2 (the "**Fee**").

5.6 You shall not be entitled to any payment, nor to issue any invoice, unless:

(a) we are satisfied with your performance; and

(b) you have provided us with a valid current tax clearance certificate.

5.7 Unless we and you otherwise agree, you shall invoice us in respect of the Services provided in a Relevant Period within five (5) Working Days after the end of such Relevant Period, save that in the case of the last Relevant Period of the Services Period, you shall invoice us within five (5) Working Days of the date on which the Expiry Date or the Termination Date, as the case may be, falls. The invoice must:

(a) be a valid VAT invoice;

(b) show a detailed breakdown of the components of the Fee payable for that Relevant Period and how the total Fee has been calculated.

5.8 On receipt of a validly issued and undisputed invoice, we shall pay you the Fee less the Retention Amount within ten (10) Working Days.

5.9 Within twenty (20) Working Days of the later of:

(a) the end of each Quarter (including, for the avoidance of doubt, the final Quarter of the Services Period), and

(b) the date we receive a duly completed Quarterly Performance Report,

we shall pay you the Service Credits (calculated in accordance with paragraph 13) payable to you for such Quarter.

5.10 You are responsible for all costs, expenses and liabilities incurred in connection with the provision of the Services, including, without limitation, any registration fees, licence fees, vehicle inspection fees, Taxes, tolls or other costs and expenses payable in connection with the purchase, licensing or operation of the Buses.

6. **Buses - standards**

6.1 Each Bus, at any time, shall:

(a) have a minimum seating capacity for twelve (12) persons (excluding the driver);

(b) at such time, have a valid Large PSV Licence in force in respect of such Bus; and

(c) be not more than fourteen (14) years of age from the date of its first registration.

6.2 You shall ensure that you are compliant with any or all emission standards for pollutants and noise in respect of your provision of the Services and any associated activities.

6.3 You shall operate the Buses:

(a) in the normal and ordinary course of your operations and in a careful manner and not for any purpose for which they are not designed or reasonably suited;

(b) in accordance with all applicable laws;

(c) in accordance with any manuals and technical documents and all certificates and approvals relating to the Buses regardless of upon whom any of the same are by their terms imposed; and

(d) so as not to render any insurances invalid, void, voidable or unenforceable or render any sum payable under any insurance repayable.

6.4 You shall maintain, service and repair the Buses (or ensure that the Buses are maintained, serviced and repaired) using suitably qualified personnel so as to:

(a) keep each Bus in good repair, condition and appearance and roadworthy (fair wear and tear excepted);

(b) 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 Buses; and

(c) operate each Bus in accordance with all applicable laws.

7. **Changes to the Services**

7.1 You may propose a change to the Services by notice in writing to us and we may, at our absolute discretion, accept or reject the proposed change.

7.2 Where you notify us of a proposed change to the Services, we will consider any such proposal and will notify you of our decision on the proposed change to the Services within four (4) weeks of the later of the receipt by us of:

(a) the notice under paragraph 7.1; or

(b) any information that we may reasonably require from you in connection with such proposal.

7.3 You hereby acknowledge that we are entitled pursuant to section 51 of the 2008 Act to unilaterally alter this Agreement where we are of the opinion that such alteration is necessary to guarantee:

(a) safe, efficient and high quality public passenger transport services; or

(b) transparency in the performance of public passenger transport services.

7.4 Without prejudice to section 51 of the 2008 Act or paragraph 7.3, by giving you not less than ten (10) Working Days notice in writing, we may require you to implement changes to the Services including to:

(a) the Route;

(b) the Timetable; and

(c) the information to be provided to the public.

7.5 The cost of implementation of a change pursuant to paragraph 7.4 shall be derived from the amounts set out in Schedule 2 and shall be specified by the Authority, acting reasonably.

7.6 You shall comply with any notice given to you under paragraph 7.4.

7.7 Where the Authority exercises its rights under paragraph 7.3 or 7.4 to specify one or more additional Stopping Places, or changes to existing Stopping Places, you shall, as soon as possible thereafter, apply to the road authority in whose functional area the Service is provided for a direction under section 16 of the Road Traffic Act 2002 in relation to such Stopping Places.

7.8 You shall immediately provide a copy to the Authority of any direction issued to you by a road authority under section 16 of the Road Traffic Act 2002 in relation to any Stopping Places.

8. **Insurance and Replacement**

8.1 You shall ensure that such insurances in respect of the Buses as may be required by Law and as set out in Schedule 3 are taken out and maintained, and shall furnish such evidence in this respect as we may require.

8.2 If there should be damage to or loss of any of the Buses through fire or accident or any other cause the insurance or other compensation received by you shall be used forthwith to restore the Buses so damaged or lost and in the event of such compensation being insufficient for that purpose you shall make good the deficiency out of your own funds.

8.3 If there should be damage to or loss of any of the Buses resulting in such Bus being unavailable for use, you may substitute for such Bus any other Bus owned or operated by you provided that such Bus is of an equivalent specification, state of repair and roadworthy condition to the Bus prior to it being damaged or the subject of the loss.

8.4 If any of the Buses is being repaired, maintained or upgraded for a period of time resulting in such Bus being temporarily unavailable for use, you may substitute for such Bus during that period of time any other Bus owned or operated by you provided that such Bus is of an

equivalent specification, state of repair and roadworthy condition to the Bus being repaired, maintained or upgraded.

9. **Integration of Services**

You shall, subject to paragraph 7.1, use best endeavours to integrate the provision of the Services with those of Bus Éireann and any other provider of public bus services, so that passengers using another provider's service incur the minimal disruption in transferring from such service to a Bus operated by you in your provision of the Services.

10. **Performance obligations**

10.1 In providing the Services, you shall ensure that you meet the Service Levels.

10.2 Any Bus being used in the provision of the Services shall comply with applicable legislation in relation to the accessing of buses by passengers with mobility or sensory impairments or disabilities.

10.3 We may issue a notice (an "**Improvement Notice**") to you:-

(a) where we become aware of a breach by you of this Agreement;

(b) where we have received complaints about the Services; or

(c) where we are aware of a failure to comply with a particular Service Level or requirement contemplated by this Agreement,

specifying improvements to be implemented to the Services and the date by which such improvements must be implemented. You shall comply with any such Improvement Notice.

10.4 Without prejudice to the generality of paragraph 10.3, we may issue an Improvement Notice to you in relation to one or more of the matters specified in Schedule 8 (Improvement Notices).

11. **Data Provision Requirements**

11.1 Within ten (10) Working Days of the expiry of a Relevant Period, you shall provide the following data to us, in each case in respect of the performance of the Service during that Relevant Period:

(a) a list of the Services not provided in accordance with the Timetable and/or the Route (identifying any part of the Services that was not provided and the reasons for the failure to provide some or all of the Services);

(b) the number of passengers that boarded the Services:

(i) by boarding point;

(ii) by direction travelled; and

(iii) by day of the week;

(c) the Fares collected by:

(i) day of the week; and

(ii) by category of Fares, as set out in Schedule 6;

(d) a list of all complaints made to you in relation to the operation of the Services including the date, time and nature of each complaint, date of acknowledgement of each complaint and the date of response to each complaint;

(e) details of any incidents during the Relevant Period occurring in the performance of the Services, including:

(i) any injuries, deaths or other accidents involving a passenger or the Bus; or

(ii) any incident that required the attendance of An Garda Síochána,

and the nature of such incidents;

(f) details of any operational issues encountered during the Relevant Period, including:

(i) any delays in arriving at any Stopping Place in excess of ten (10) minutes of the arrival time specified in the Timetable; and

(ii) the reason for any delays referred to in subparagraph (i).

11.2 Within ten (10) Working Days of the end of each Quarter (including, for the avoidance of doubt, the final Quarter of the Services Period), you shall provide to us a Quarterly Performance Report that contains the following data, in each case in respect of the performance of the Services during such Quarter:

(a) the scheduled departure date and time and actual departure date and time for each Bus that departed from the first Stopping Place on the Route:

(i) before the departure time specified in the Timetable; or

(ii) five (5) minutes or more after the departure time specified in the Timetable.

(b) details of the number of buses scheduled that departed from the start of the Route

(i) not earlier than; and

(ii) not later than five (5) minutes after,

the departure time specified in the Timetable; such details are to be expressed as absolute numbers and as percentages of the overall number of Buses being operated by the Operator on the Route; and

(c) details of the number of buses operating the entire Route and stopping at each Stopping Place; such details are to be expressed as absolute numbers and as percentages of the overall number of buses being operated by the Operator on the Route.

11.3 We may carry out inspections or audits to verify your compliance with the requirements of this Agreement (including, without limitation, to verify the accuracy of data provided by you under paragraph 11).

11.4 You shall disclose all performance-related information requested by the Authority in order to determine the extent of your adherence to the Service Levels.

12. **Failure to comply**

12.1 If you fail to comply with or breach this Agreement (each a "breach") upon becoming aware of the breach, you shall:

(a) immediately inform us of such breach; and

(b) remedy such breach,

12.2 If you fail to remedy a breach of this Agreement or fail to implement an improvement to the Services in accordance with, and within the period specified by, an Improvement Notice:

(a) we may issue a warning (a "**Warning**") to you specifying the steps to be taken by you to remedy such breach;

(b) you shall pay Delay Payments to us in respect of each such failure.

13. **Service Credits and Service Credit Points**

13.1 If you meet a Service Level, Service Credit Points shall be awarded to you in respect of such Service Level.

13.2 The number of Service Credit Points that shall be awarded to you for meeting a Service Level during a Quarter shall be the number specified in the "Service Credit Points" column opposite such Service Level in the table in Schedule 7.

13.3 The number of Service Credit Points awarded during a Quarter will be converted into a fraction to be applied to the Retention Amounts to determine the Service Credits to be paid to you by us from the Retention Amounts for such Quarter under paragraph 5.9 in accordance with the following formula:

$$SC = (TSCP/n) \times A$$

where:

A is the aggregate of the Retention Amounts retained by us during that Quarter;

n is the total number of Service Credit Points available to be awarded during that Quarter;

SC is the Service Credits to be paid by us for such Quarter; and

TSCP is the Service Credit Points awarded for such Quarter.

14. **Complaints**

14.1 You shall:

(a) display in a prominent location on board each Bus a sign with the dimensions, layout and colours specified in Schedule 5; and

(b) make available on the internet, information regarding your postal and email address for notification of complaints.

14.2 You shall record any complaints received by you and you shall acknowledge receipt of each such complaint in writing within forty eight (48) hours of notification of the complaint to you, and you shall seek to resolve each such complaint with fifteen (15) Working Days of it being received by you.

14.3 Any person making a complaint shall also be entitled to notify the Authority of their complaint.

14.4 The Authority may investigate or take such other steps as it deems appropriate in connection with such complaint, including:

(a) suspending or requiring the suspension of the Services or a particular part of the Services;

(b) issuing an Improvement Notice; or

(c) requiring particular steps to taken to address the complaint.

15. **Ticketing/Information**

15.1 Each passenger paying a Fare shall receive a ticket indicating, at a minimum, the payment for the journey undertaken and date and time of issue of the ticket.

15.2 You shall:

(a) display on the inside passenger side of the front window of each Bus a sign with the dimensions, layout and colours specified in Schedule 4;

(b) display:

(i) such route number as may be specified by the Authority; and

(ii) the destination,

of each Bus on the front of each Bus, and the route number at the rear of each Bus at a sufficient size and contrast to background so as to be legible by waiting passengers; and

(c) if requested, supply copies of details of the Services, the Route, the Fares and the Timetable.

15.3 You shall:

(a) submit any proposals to develop or procure any additional websites or mobile applications (apps) relevant to the Services to us for approval;

(b) submit any proposals to significantly alter or amend existing websites or mobile applications relevant to the Services to us for approval; and

(c) comply with our requirements in relation to any changes we consider necessary to existing websites or mobile applications in so far as such changes relate to the Services.

15.4 (a) You shall provide a public portal on the internet (the "**Website**") in connection with the Services where information regarding the Services, the Route, the Fares, the

Stopping Places, your points of contact and our points of contact, and the Timetable can be accessed from the commencement of the provision of the Services to the expiry of the Services Period.

(b) The content and layout of the Website shall be subject to our prior approval and you acknowledge that we have no, nor do we assume any, responsibility for the content of the Website.

16. **Records**

16.1 You shall:

(a) maintain all such records, information and documents that are required to be maintained in respect of the Buses and Services 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 concerning the Services and the Buses and of all maintenance, repairs, additions, alterations and modifications to, and removal of parts from, the Buses; and

(c) permit the Authority or its representatives at any time on reasonable notice to examine and take copies of such records, information and documents.

16.2 You shall maintain records with details of:

(a) the tickets issued;

(b) the numbers of passengers using the Service and the journeys undertaken;

(c) the Fares received;

(d) actual and timetabled departure times from start of Route;

(e) Services that have not been provided (in full or in part) in accordance with the Timetable;

(f) comments or complaints received by you in connection with the Services, the date, time and nature of each such complaint and the date, time and content of any written response by you;

(g) passenger injuries and vehicle accidents, (including, without limitation, the nature and severity of such injuries and/or accidents); and

(h) any incidents requiring the attendance of An Garda Síochána, and nature of each such incident.

16.3 You shall supply us with such information as we may require in connection with the Services, including, without limitation, in relation to the matters contemplated by paragraphs 16.1 and 16.2.

17. **Termination of Agreement**

17.1 We may terminate your right to provide the Services if any one or more of the following Specified Events occur:

(a) if you fail to inform us in accordance with paragraph 11.4(a)(i) of a breach by you of this Agreement;

(b) if you fail to remedy a breach in accordance with a Warning issued under paragraph 11.5;

(c) if a breach by you of a provision of this Agreement is not capable of being remedied;

(d) if you are a body corporate, you enter into liquidation whether compulsory or voluntary or become insolvent or enter into receivership or examinership or enter into any arrangement with your creditors or take or suffer any similar action in consequence of debt other than a bona fide amalgamation or reconstruction of your body;

(e) if you are a natural person, you are declared bankrupt or enter into any arrangement with your creditors or take or suffer any similar action in consequence of debt;

(f) if it becomes unlawful for us to perform any of our obligations as contemplated by this Agreement;

(g) if, at any time during the Services Period, you cease to provide the Services;

(h) if you suspend or cease to carry on (or threaten to suspend or cease to carry on) within the Services Period:

(i) all or a material part of his, her or its business or trade; or

(ii) the provision of the Services,

without the prior written consent of the Authority;

(i) if you do not commence provision of the Services within twenty one (21) days of the date of this Agreement;

(j) if we issue five (5) or more Warnings to you in any calendar year during the Services Period;

(k) if you rescind or purport to rescind or repudiate or purport to repudiate this Agreement or evidence an intention to rescind or repudiate this Agreement.

17.2 You agree that on the occurrence of any of the Specified Events you shall immediately notify the Authority of the occurrence of such event.

18. General Undertakings

You shall comply with all applicable laws and legal requirements in connection with the performance of your obligations under this Agreement.

19. Advertising Rights

You may place advertisements on the interior and exterior of each Bus provided that such advertisements do not in any way obscure windows or other notices required by law or under this Agreement.

20. **Changes to the Operator/Subcontracting**

20.1 You may not assign any of your rights or transfer any of your rights or obligations under this Agreement without the consent in writing of the Authority.

20.2 You may not sub-contract the provision of the Services without our prior consent.

21. **Notices**

21.1 Where either you or us is required to notify the other pursuant to this Agreement, or otherwise wishes to communicate with the other, such notice or communication may be served:

(a) in the case of you to us:

(i) by posting to: National Transport Authority, Dún Scéine, Harcourt Lane, Dublin 2, marked for the attention of: **Chief Executive Officer**; or

(ii) by e-mail or by facsimile transmission to such e-mail address or facsimile number as may be notified by the Authority from time to time; or

(b) in the case of us to you:

(i) by posting or delivering to such address as is recorded in this Agreement;

(ii) by e-mail to such address as may be notified in writing by you to us from time to time; or

(iii) by such other means as we may consider appropriate.

21.2 Any notice or communication so served shall be deemed duly served:

(a) in the case of post, forty eight (48) hours after posting or if delivered by hand, on delivery;

(b) in the case of e-mail, upon delivery; or

(c) in the case of facsimile transmission, upon confirmation of receipt by the addressee.

21.3 If notification is by telephone or in person, it will only be effective if confirmed by written notice served in accordance with this paragraph 21 within seven days of such notification by telephone or in person.

22. **Governing Law**

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

[*Signature blocks*]

Gerard M. Murphy
National Transport Authority

Director MHA Coaches Ltd.

Michael Dowling

Schedule 1

Part A – Route

The Route shall operate in both directions between Johnstown and Portlaoise and shall stop to pick up and set down passengers as required along the Route at each of the following places:

Stopping Places
Johnstown
Cullahill
Durrow
Abbeyleix
Portlaoise Laois Shopping Centre/JFL Avenue
Portlaoise train station
Portlaoise Hospital

Schedule 1

Part B – Timetable

Towards Portlaoise (Stopping Places)	Monday-Saturday	
Johnstown	09:10	-
Culahill	09:25	-
Durrow	09:30	13:30
Abbeyleix	09:40	13:40
Portlaoise (N80 opposite Laois Shopping Centre)	10:00	14:00
Portlaoise (Train station)	10:05	14:05
Portlaoise (Hospital Block Road entrance)	10:10	14:10

Towards Johnstown (Stopping Places)	Monday – Saturday	
Portlaoise (Hospital Block Road entrance)	12:45	14:45
Portlaoise (Train station)	12:50	14:50
Portlaoise (Laois Shopping Centre)	13:00	15:00
Abbeyleix	13:20	15:20
Durrow	13:30	15:30
Culahill	-	15:45
Johnstown (Bennett's service station)	-	15:50

Note: Service does not operate on Christmas Day.

Schedule 2

Price Schedule

Item	Daily Rate For Service (D)	Number of days (N)	Total Tender Price excluding VAT (€) (D) x (N)
Provision of required Buses and drivers, including all costs associated with providing the Service. The Daily Rate shall be inclusive of bus vehicle provision and maintenance costs, driver provision, fuel and all other costs associated with the performance by you of your obligations under this Agreement (provided that the Daily Rate shall be exclusive of Value Added Tax).	€150	550	€82,500

Schedule 3

Insurance requirements

1. Types of insurance

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
Death of, or bodily injury to, any person	Unlimited
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

2. Other insurance requirements

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 1 (Types of Insurances).

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

Schedule 4

Sign for display on inside of front window at passenger entrance

Font used for the sign shall be Calibri (Body) 48pt or similar, and shall be black text on a white background

The sign is shown overleaf.

This bus service is operated by M & A Coaches [optional logo]

under contract from the National Transport Authority

Schedule 5

Customer complaints sign for display in a prominent position on board each bus

The sign shown shall be Calibri (Body) 20 pt or larger font, and shall be black text on a white background.

Customer complaints

If you have a complaint in relation to this service, please contact

M & A Coaches Limited
44 High Street
Ballragget
Co. Kilkenny

Telephone: 056-883454
Email: [email address]

If you are still unhappy with the outcome of your complaint, please contact

National Transport Authority
Dún Scéine
Iveagh Court
Harcourt Lane
Dublin 2
Telephone: 01-8798300
Email: info@nationaltransport.ie

Schedule 6

Fares

Passenger Fares

Full adult single fare (non-concessionary)

	Johnstown	Cullahill	Durrow	Abbeyleix	Portlaoise
Johnstown	-	€4	€5	€8	€11
Cullahill	€4	-	€3	€5	€9
Durrow	€5	€3	-	€4	€7
Abbeyleix	€8	€5	€4	-	€5
Portlaoise	€11	€9	€7	€5	-

Concessionary fares (50% of maximum full adult fare)

Applies to:

(a) holders of DSP Free Travel Passes;

(b) holders of student ID cards;

(c) children 4 years or over and 16 years or under; and

(d) schoolchildren 18 years or under, during school hours

	Johnstown	Cullahill	Durrow	Abbeyleix	Portlaoise
Johnstown	-	€2	€2.50	€4	€5.50
Cullahill	€2	-	€1.50	€2.50	€4.50
Durrow	€2.50	€1.50	-	€2	€3.50
Abbeyleix	€4	€2.50	€2	-	€2.50
Portlaoise	€5.50	€4.50	€3.50	€2.50	-

Children 3 years or younger

Free

Schedule 7

Service Levels

Reference	Service Levels	Service Credit Points
1.	At least ninety five per cent. (95%) of all Services depart from the start (Johnstown (morning service) or Durrow (afternoon service)) of the Route (Johnstown to Portlaoise): (i) not earlier than; and (ii) not more than five (5) minutes after, the departure time specified in the Timetable in Schedule 1.	2
2.	At least ninety five per cent. (95%) of all Services depart from the start (Portlaoise) of the Route (Portlaoise to Johnstown): (i) not earlier than; and (ii) not more than five (5) minutes after, the departure time specified in the Timetable in Schedule 1.	2
3.	At least ninety eight per cent (98%) of Services operate over the full Route from Johnstown to Portlaoise and stop at each Stopping Place at which a passenger or intending passenger requests the Bus to stop.	2
4.	At least ninety eight per cent. (98%) of Services operate over the full Route from Portlaoise to Johnstown and stop at each Stopping Place at which a passenger or intending passenger requests the Bus to stop.	2

Schedule 8

Improvement Notices

The matters in connection with which the Authority may issue an Improvement Notice to you shall include (but are not limited to):

(a) unsatisfactory cleanliness of Buses (interior or exterior);

(b) unsatisfactory physical repair or condition of Buses (interior or exterior);

(c) inadequate internal heating of Buses;

(d) inadequate display of signs specified in Schedules 4 and 5;

(e) inadequate display of Bus route number on exterior of vehicle;

(f) breach of vehicle age requirements;

(g) breach of vehicle size requirements;

(h) unsatisfactory handling of complaints;

(i) unsatisfactory provision of Website information;

(j) inadequate or late provision of required information or data to the Authority;

(k) late remittance of Fares to the Specified Account;

(l) unsatisfactory maintenance of records in relation to the Service;

(m) unsatisfactory provision of tickets to customers.