

NATIONAL TRANSPORT AUTHORITY

PUBLIC TRANSPORT SERVICES CONTRACT

AN tÚDARÁS Náisiúnta Iompair - NATIONAL TRANSPORT AUTHORITY

and

ANDREW WHARTON

ROUTE 975 CAVAN - LONGFORD
PUBLIC TRANSPORT SERVICES CONTRACT
TERMS AND CONDITIONS

TERMS AND CONDITIONS

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PUBLIC TRANSPORT SERVICES CONTRACT

THIS AGREEMENT is made the 16th day of August 2016

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
- (2) Mr Andrew Wharton and having his principal office at Hermitage, Croosdoney, Co. Cavan.

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.

"2009 Act" means the Public Transport Regulation Act 2009.

"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.

"Basic Amount" means, in relation to a Relevant Period, the Fee for that Relevant Period less the Retention Amount.

"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.

"Certificate of Roadworthiness" has the meaning given to it by section 2 of the Road Safety Authority (Commercial Vehicle Roadworthiness) Act 2012.

"Commencement Date" as specified in Clause 2.1(c) means, subject to Clause 3 (Conditions to be satisfied), an agreed and prior recorded date between you and us that indicates the date which services to be provided by you under this agreement will commence. This date shall be no later than three weeks of the execution date of this agreement. If no agreed date has been stated the Commencement Date shall be deemed to fall on the date three weeks subsequent to the execution date of this agreement.

"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.

"Execution Date" means, subject to Clause 3 (Conditions to be satisfied), the date of execution of this Agreement.

"Expiry Date" means the later of:

- (a) the day before the day falling 24 months after the Commencement Date; or
- (b) if we exercise our right under paragraph 2.3 to extend the Services Period, the last day of the last monthly extension of this Agreement ordered by us, being at the latest the day before the day falling 24 months after the Operational Commencement Date.

"Fares" means the fares specified in Schedule 4 for a journey on the Route and, where applicable, Integrated Fares.

"Fee" means, in respect of each Relevant Period, the aggregate of the daily rate (as set out in Part A of Schedule 2 Part A, indexed in accordance with Schedule 2 Part D) applicable to each of the days in that Relevant Period on which you provide the Service in accordance with this Agreement and less any deductions for lost kilometres as set out in Schedule 2 Part C.

"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.

"Integrated Fare" has the meaning given to it in paragraph 5.12.

"Operator" means you.

"public bus passenger service" means the use of a bus or buses travelling wholly or mainly on public roads for the carriage of passengers in such a manner that

- (c) The service is provided on a regular and scheduled basis.
- (d) Each journey is open to use by members of the public.
- (e) Carriage is provided for passengers between specified terminal points along a specified route or otherwise in accordance with a published timetable
- (f) A charge or charges are paid

in respect of each passenger; but does not include a bus service solely for carrying children to or from school.

"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:

- (g) the first Quarter during this Agreement shall commence on the Commencement Date and end on such date as may be specified by the Authority (being a date falling not more than 17 weeks after the Commencement Date); and
- (h) the final Quarter of this Agreement shall end on the earlier of the Expiry Date or Termination Date, as the case may be.

"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 ending on a Sunday within a calendar year for the Services Period provided that:

- (i) the first Relevant Period during this Agreement shall commence on the Commencement Date and end on such a date as may be specified by the Authority (being a date generally falling not more than four (4) weeks after the Commencement Date);
- (j) the last Relevant Period during each calendar year shall end on 31 December, and
- (k) the final Relevant Period of this Agreement shall end on the earlier of the Expiry Date or Termination Date, as the case may be.

"Relevant Period Report" has the meaning given to it by paragraph 11.1.

"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).

"Review Date" means 1 January of each year from the Commencement Date until the Expiry Date.

"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 contained in Schedule 5 to this Agreement (and "Service Level" means any of them).

"Services Period" means the period commencing on the Commencement Date and ending on the earlier of:

- (l) the Expiry Date; or
- (m) the Termination Date.

"Specified Account" means

Account Name:

Bank Name:

Account IBAN Number:



"Specified Event" means any event or circumstance specified as such in paragraph 17.1 (Termination of Agreement).

"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 A 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 15.6(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 passenger 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 and subject to the conditions set out in the Timetable,
- (c) with a Commencement Date of 5.9.2016.

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 and shall provide the Services.

- 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 on a monthly basis for up to twenty four (24) calendar months 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 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; and
- (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.

- 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/Payment

- 5.1 You shall operate a fare system that complies with Schedule 4 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 Error! Reference source not found.(a) and Schedule 7;
 - (b) held for the benefit of, and on trust for, the Authority; and
 - (c) kept separate and segregated from your assets.
- 5.3 (a) The Fares received by you during any week (commencing on a Monday and ending on the following Sunday) shall be lodged or otherwise transferred to the Specified Account on or before the close of business on the third Working Day after the end of the week in question.
- (b) You shall not withdraw any money from the Specified Account except:
- (i) the lower of the amounts contemplated by paragraphs Error! Reference source not found. and Error! Reference source not found., upon you exercising your right to apply Fares received in a Relevant Period against the Basic Amount; or
 - (ii) to pay to us any amount due to us in accordance with paragraph Error! Reference source not found.; or
 - (iii) with the consent of the Authority.
- 5.4 You are not entitled to change or modify any Fare without the prior consent of the Authority.
- 5.5 Subject to the terms of this Agreement, in return for your provision of the Service during a Relevant Period, you are entitled to receive from us:
- (a) in respect of a Relevant Period the Basic Amount determined for that Relevant Period less any deductions determined in accordance with Schedule 2, Part C and
 - (b) in relation to a Quarter, the amount determined in accordance with paragraph Error! Reference source not found..
- 5.6 You shall not be entitled to any payment (including, exercising the right to apply the Fares against the Basic Amount in accordance with paragraph Error! Reference source not found.), nor to issue any invoice, unless:
- (a) we are satisfied with your performance and confirming such to you; and
 - (b) you have provided us with a valid current tax clearance certificate.
- 5.7 Upon the requirements of paragraph Error! Reference source not found. being satisfied in respect of a Relevant Period, you are entitled to withdraw from the Specified Account an amount equal to the lower of:

- (a) the aggregate of the Fares collected by you when providing the Service in a Relevant Period; and
- (b) the Basic Amount for that Relevant Period,

and to apply such amount against the Basic Amount to which you are entitled in accordance with paragraph Error! Reference source not found. and shall either:

- (i) transfer any amount in excess of the Basic Amount to such account as we may specify within three (3) Working Days of being so requested by us; or
- (ii) request us to pay any shortfall in accordance with paragraph Error! Reference source not found..

5.8 (a) Unless we and you otherwise agree, you shall invoice us the Fee in respect of the Services provided in a Relevant Period within five (5) Working Days after the end of such Relevant Period, except 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.

(b) The invoice must:

- (i) be a valid VAT invoice;
- (ii) show a detailed breakdown of the components of the Fee payable for that Relevant Period and how the total Fee has been calculated; and
- (iii) show the amount applied against the Basic Amount payable together with details of the excess amount or shortfall arising.

(c) Each invoice submitted by the Operator shall be accompanied by:

- (i) Evidence (to the satisfaction of the Authority) of all lodgement of the Specified Account for the Relevant Period; and
- (ii) the Relevant Period Report for that Relevant Period.

5.9 On receipt of a validly issued and undisputed invoice together with the accompanying documents specified in paragraph 5.8(c), we shall pay you, if applicable, the shortfall between the amount applied in accordance with paragraph Error! Reference source not found. and the Basic Amount within Fifteen (15) Working Days of our receipt of the invoice.

5.10 On receipt of the validly issued and undisputed Quarterly Report as per paragraph 11.2, we shall pay you the Service Credits (calculated in accordance with paragraph 13) payable to you for such Quarter within 20 working days.

5.11 (a) The amount payable by way of Fee (including the release of any Retention Amounts in accordance with this Agreement) is inclusive of all costs associated with bus vehicle provision and maintenance, driver provision, fuel, and all ancillary costs and other costs associated with requirements of this Agreement.

(b) 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.

- 5.12 (a) From time to time, we may notify you that we have entered into an arrangement with one or more other operators of public bus services whereby such operator will accept tickets issued by you as valid tickets for journeys on its buses and where you are required to accept tickets issued by such operators as valid tickets for journeys on the services which are the subject of this contract.
- (b) We will notify you of the Fares ("Integrated Fares") to be charged by you in respect of the journeys being undertaken by you and the journeys being undertaken by such other operators of public bus services that are the subject of the arrangements contemplated by sub-paragraph (a) above.
6. **Buses – standards**
- 6.1 Each Bus, at any time, shall meet the requirements as set out in Schedule 8.
- 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;
- (c) accept tickets issued by another operator of public bus services for journeys on the Route;;
- (d) issue tickets that will be valid on journeys provided by another operator of public bus services and
- (e) the information to be provided to the public.
- 7.5 The cost of implementation of a change pursuant to paragraph 7.4 (which, for the avoidance of doubt, may be a reduction or an extension of the Services) shall be by the Authority, acting reasonably, having regard to the amounts set out in Part B of Schedule 2.
- 7.6 You shall comply with any notice given to you under paragraph 7.4.
- 7.7 Where we exercise our 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

Without prejudice to paragraphs 5.12, 7.4 and 15.2, 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 set out in Schedule 5.

- 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 6 (Improvement Notices).

11. Data Provision Requirements

- 11.1 Within five (5) Working Days of the expiry of a Relevant Period, you shall provide a report in electronic format containing the following data to us, in each case in respect of the performance of the Service during that Relevant Period (the "Relevant Period Report") or in a report format that may be specified by the Authority from time to time;

- (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, including any scheduled kilometres not operated, 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 day of the week
 - (ii) by direction travelled;
 - (iii) by boarding point; and
 - (iv) by category of Fares collected as set out in Schedule 4;
 - (c) the Fares collected by:
 - (i) day of the week; and
 - (ii) by category of Fares, as set out in Schedule 4;
 - (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 or in a report format that may be specified by the Authority from time to time;
- (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 5.

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 5.10 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 regarding complaints in a format notified to you by the Authority from time to time.
- (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 within 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 be taken to address the complaint.

15. Ticketing/Information

15.1 The Authority shall provide to the Operator for the duration of this Agreement, electronic ticket machines (ETM) which shall be installed, maintained and operated as outlined in Schedule 7.

15.2 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.

15.3 You shall ensure that, at all times, the ticketing system utilised by you in the performance of the Services:

- (a) issues a ticket complying with our requirements, as notified to you from time to time;
- (b) records the tickets issued by ticket type;
- (c) records the boarding point and destination of the passenger; and
- (d) is capable of issuing a ticket which facilitates a journey on bus services provided by other operators of public bus services upon payment of an Integrated Fare.

15.4 You shall:

- (a) display on the inside passenger side of the front window of each Bus a sign regarding the operation of the Service in a format notified to you by the Authority from time to time.
- (b) display inside each bus within the vicinity of the ticket machine so that it is easily visible to all passengers, the Fare Table, to details notified to you by the Authority from time to time.
- (c) display electronically;
 - (i) such route numbers as may be specified by the Authority; and
 - (ii) the destination,on the front of each Bus, and the route number at the rear of each Bus at a sufficient size and contrast to background, meeting the requirements of the Public Service Vehicles Accessibility Regulations 2000 (UK) so as to be legible by waiting passengers; and
- (d) if requested, supply copies of details of the Services, the Route, the Fares and the Timetable.

15.5 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.

15.6 You shall:

- (a) 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, including:
 - (i) the date, time and origin and destination of the journey to which the Fare relates; and
 - (ii) a specific record of the tickets to which an Integrated Fare applies, (if any);
- (b) the numbers of passengers using the Service and the journeys undertaken;
- (c) the Fares received (including a specific record of Integrated Fares, the operator to whose service such Integrated Fare applies and, if applicable, the journey to be undertaken with such operator);
- (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 If you are accepting tickets issued by another operator of a public bus service in accordance with this Agreement, you shall maintain a record of the journey undertaken using such ticket.

16.4 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 12.1(a) of a breach by you of this Agreement;
- (b) if you fail to remedy a breach in accordance with a Warning issued under paragraph 12.2(a);

- (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.
- 17.3 We may terminate this Agreement at any time, regardless of whether a Specified Event has occurred, on at least four weeks' notice in writing to you.
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**
- 19.1 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.
- 19.2 All costs relating to the fitting and maintenance of advertisements shall be borne by the Operator.

- 19.3 The Operator's right to advertise is subject to any modification the Authority may require to meet the Authority's requirements for the display of any service or other information.
- 19.4 Advertisements will not be acceptable if in the opinion of the Authority and/or such other person that the Authority may from time to time specify they:
- (a) do not comply with the law or incite anyone to break the law;
 - (b) conflict with the Advertising Standards Authority for Ireland, Code of Standards for Advertising and Marketing Communications in Ireland;
 - (c) are likely to cause widespread or serious offence to members of the public, on account of the nature of the product or service being advertised, the wording, or design of the advertisement, or inference contained in the advertisement, or are open to the possibility of its defacement;
 - (d) depict men, women or children in a sexual manner or displays nude or semi-nude figures in an overtly sexual context;
 - (e) depict direct and immediate violence to anyone shown in the poster or to anyone looking at the poster;
 - (f) advertise films which have not been granted permission for public exhibition or which do not show the certificate;
 - (g) are of a political nature calling for the support of a particular viewpoint, policy or action or attacking a member or policies of any legislative, central or local government authority. (Provided that advertisements are acceptable which simply announce the time, date and place of social activities or of meetings together with the names of the speakers and the subjects to be discussed)
 - (h) contain illustrations which depict or might reasonably be assumed to depict quotations from or references to a living person unless the written consent of that person is obtained and is produced to the Authority;
 - (i) are intended to or do undermine or impugn any other operator providing services under contract to or by agreement with the Authority; and/or
 - (j) might adversely affect in any way the interest of the Authority or are in any way considered inappropriate or do not comply with any advertising policy of the Authority from time to time (which shall not be unreasonably imposed).
 - (k) depict or refer to indecency or obscenity or use obscene or distasteful language;
 - (l) relate to lap-dancing, "gentlemen's clubs", escort agencies or massage parlours;
 - (m) condone or provoke anti-social behaviour;
 - (n) contain images or messages which relate to matters of public controversy and sensitivity;
 - (o) use handwriting or illustrations that would suggest the advertisement has been damaged, defaced, fly posted or subject to graffiti, after it has been posted;

- (p) In the case of digital media, the advertisement must not pose a health and safety risks a result of flickering or other visual imagery.
- 19.5 If in the opinion of the Authority any advertisement is not acceptable, by reason of any reason set out in paragraph 19.4, such advertisement shall on the written request of the Authority be removed immediately at the cost of the Operator.
- 19.6 The Operator shall remove or obscure any external commercial advertising, that has been damaged (including graffiti and vandalism) as soon as practicable, and shall repair, at its own cost such damage to the external commercial advertising in two Business Days of the damage occurring so that the appearance and standard of the Vehicle(s) is maintained.
- 19.7 Where any damage (including graffiti and vandalism) is caused to the internal commercial advertising, the Operator shall remove or obscure the internal commercial advertising as soon as practicable. The cost of such repair shall be paid for by the Operator.
- 19.8 The Operator shall indemnify and keep indemnified the Authority against all claims, demands, proceedings, costs, charges and/or expenses arising out of the display of advertisements on vehicles used on the Services.
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.

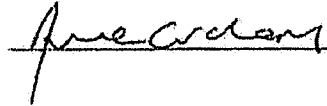
21.3 If notification is by telephone or in person, it will only be effective if confirmed by written notice served in accordance with this paragraph 21 within seven days of such notification by telephone or in person.

22. **Governing Law**

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

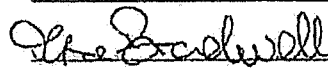
IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

SIGNED by Anne Graham, Chief Executive of
AN tÚDARÁS Náisiúnta Iompair -
NATIONAL TRANSPORT AUTHORITY



In the presence of:

Signature of Witness



Name of Witness

Mark Donnell

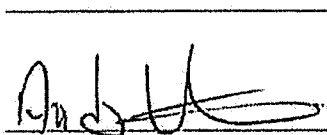
Address of Witness



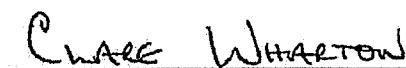
Occupation of Witness

Signed by

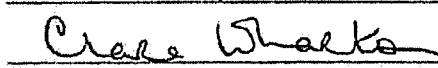
a duly authorised representative of/for and on behalf
of Andrew Wharton



In the presence of:



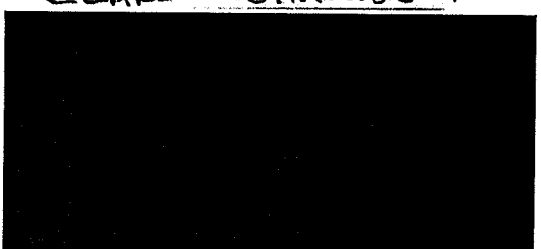
Signature of Witness



Name of Witness

Clare Wharton

Address of Witness



Occupation of Witness

Schedule 1**Part A – Route and Stopping Places**

The Route shall operate in both directions between Cavan and Longford, including services as indicated on the time tables contained in Schedule 1 Part B. The service shall stop to pick up and set down passengers as required along the Route (subject to directions under section 16 of the Roads Traffic Act 2002) at each of the following places:

Stop	Stopping Places	Proposed Approximate Location of Bus Stop
1	Cavan	Cavan Institute of Technology (Cathedral Rd. adjacent to playground)
2	Cavan	Farnham Street opp. Bus Station
3	Cavan	Hospital
4	Cavan	Kilmore Cathedral
5	Crossdoney	Village Foodstore
6	Cornafean Cross	
7	Coronea Church	
8	Arvagh	Opp. Bank of Ireland
8a	Moyne Cross	
9	* Moyne School	
10	Legga Cross	Medical Centre
11	Ballinamuck Cross	
12	Ballinamuck Village	Church
13	Ballinamuck Cross	
14	Mill Race Park Estate	
15	Drumlisk	Shrub Tub
16	Leitrim Cross	
17	Cahanagh Cross	
18	Longford	Main Street
19	Longford	Railway Station

Schedule 1

Part B – Draft Timetable

Route 975 Cavan – Crossdoney – Arvagh – Drumlish – Longford*** Bus operates via Moyne School on schooldays only**

Town	Location	Mon-Sat	Mon-Sat	Mon-Sat	Mon-Sat	Mon-Sat
Cavan	Cavan Institute of Technology	-		13:42	15:42	17:42
Cavan	Farnham Street opp. Bus Station	08:00	10:45	13:45	15:45	17:45
Cavan	Hospital	08:02	10:47	13:47	15:47	17:47
Cavan	Kilmore Cathedral	08:08	10:53	13:53	15:53	17:53
Crossdoney	Village Foodstore	08:15	11:00	14:00	16:00	18:00
Cornafean Cross		08:20	11:05	14:05	16:05	18:05
Coronea Church		08:24	11:09	14:09	16:09	18:09
Arvagh	Opp. Bank of Ireland	08:30	11:15	14:15	16:15	18:15
Moyne Cross		08:35	11:20	14:20	16:20	18:20
*Moyne School		08:37			16:22	
Legga Cross	Medical Centre	08:39	11:24	14:24	16:24	18:24
Ballinamuck Cross		08:46	11:31	14:31	16:29	18:31
Ballinamuck Village	Church	08:50	11:35	14:35	16:33	18:35
Ballinamuck Cross		08:54	11:39	14:39	16:37	18:39
Mill Race Park Estate		08:57	11:42	14:42	16:40	18:42
Drumlish	Shrub Tub	08:59	11:44	14:44	16:42	18:44
Leltrim Cross		09:02	11:47	14:47	16:45	18:47
Cahanagh Cross		09:06	11:51	14:41	16:49	18:51
Longford	Main Street	09:13	11:58	14:58	16:56	18:58
Longford	Railway Station	09:15	12:00	15:00	16:58	19:00

Note: Services are not required to operate on Public Holidays, Christmas Day, St Stephen's Day, and New Year's Day.

Route 975 Cavan – Crossdoney – Arvagh – Drumlish – Longford*** Bus operates via Moyne School on schooldays only**

Town	Location	Mon-Sat	Mon-Sat	Mon-Sat	Mon-Sat	Mon-Sat
Longford	Railway Station	07:30	10:20	13:20	15:20	18:00
Longford	Main Street	07:32	10:22	13:22	15:22	18:02
Cahanagh Cross		07:40	10:30	13:30	15:30	18:10
Leitrim Cross		07:44	10:34	13:34	15:34	18:14
Drumlish	Shrub Tub	07:47	10:37	13:37	15:37	18:17
Mill Race Park Estate		07:49	10:39	13:39	15:39	18:19
Ballinamuck Cross		07:52	10:42	13:42	15:42	18:22
Ballinamuck Village	Church	07:56	10:46	13:46	15:46	18:26
Ballinamuck Cross		08:00	10:50	13:50	15:50	18:30
Legga Cross	Medical Centre	08:07	10:57	13:57	15:57	18:37
*Moyne School		08:12			16:02	
Moyne Cross		08:14	11:01	14:04	16:04	18:41
Arvagh		08:19	11:06	14:09	16:09	18:46
Coronea Church		08:25	11:12	14:15	16:15	18:52
Cornafean Cross		08:29	11:16	14:19	16:19	18:56
Crossdoney		08:34	11:21	14:24	16:24	19:01
Cavan	Kilmore Cathedral	08:38	11:25	14:28	16:28	19:05
Cavan	Hospital	08:44	11:31	14:34	16:34	19:11
Cavan	Farnham Street Bus Station	08:47	11:34	14:37	16:37	19:14
Cavan	Cavan Institute of Technology	08:50	11:37		-	-

Schedule 2**Part A - Fee payable to the Operator**

The daily rates payable to the Operator in respect of the services provided by the Operator shall be :

Monday to Friday
Daily Rate

██████████ excluding any applicable VAT

Saturday Daily Rate

██████████ excluding any applicable VAT

Less the lost Kilometres deduction set out in Schedule 2 Part C

Schedule 2

Schedule 2

Part B – Variation Rates

The Variations Rates payable to the Operator in respect of additional services not contained in Schedule 1 which are requested and approved by the Authority shall be :

Monday to Friday

- | | | |
|----------------------------|--------|------------------------------|
| (A) Driver Rate Per Hour | ■/hour | excluding any applicable VAT |
| (B) Bus Rate per Kilometre | ■/km | excluding any applicable VAT |

Saturday

- | | | |
|----------------------------|--------|------------------------------|
| (C) Driver Rate Per Hour | ■/hour | excluding any applicable VAT |
| (D) Bus Rate per Kilometre | ■/km | |

Overhead and Mark-up Percentage Uplift

■

Schedule 2

Part C – Lost Kilometres Deduction

1. The operator is required to operate 100% of the scheduled services kilometres. If a journey fails to operate or does not operate fully, the operator shall record the scheduled service kilometres not operated by trip, record the cause of the lost service kilometres and submit both recordings to the Authority for each relevant Period in a format notified by the Authority to the operator from time to time.
2. The Authority shall apply a deduction from the Fee payable to the operator as follows;
 - i) In respects of scheduled in service kilometres not operated by the Operator that the Authority determines were for reasons beyond the operators reasonable control, no deductions shall apply. (Non-deductible Lost Kilometres)
 - ii) In respects of scheduled in service kilometres not operated by the Operator that the Authority determines were for reasons with the operators reasonable control, a deduction equal to the number of lost kilometres multiplied by the appropriate kilometre rate shall apply.

The following reasons are within the Operators control;
 - a) Staff availability,
 - b) Vehicle availability,
 - c) Normal traffic congestion
 - iii) The authority will notify the operator of the deduction to be applied in respect of the Lost Kilometres deduction.

Monday to Friday Kilometre Rate	■ Km	excluding any applicable VAT
Saturday Kilometre Rate	■ Km	excluding any applicable VAT

Table 1. Lost kilometre Rates to be applied to services specified in Schedule 1 and in accordance with Schedule 2 Part C.

Schedule 2**Part D - Indexation**

The daily rates and scheduled kilometre rates shall be adjusted on each Review Date in accordance with the following formula:

$$A = A_o \times \left(1 + \frac{I - I_o}{I_o}\right)$$

where:

- A = the amount that will apply from the Review Date in respect of which the formula is being applied;
- A_o = the value of the base daily rate or schedule kilometre rate in Schedule 2 Parts A and B;
- I = the value of the Consumer Price Index (Base December 2011 = 100) for the November preceding the Review Date;
- I_o = the value of the Consumer Price Index (Base December 2011 = 100) for November 2015, being 101.3.

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

Fares

The following fare categories apply:

	Fare Category	Fares Type	Fare Values
1.	Adults aged 19 years or older	Single	See Schedule 4, Table 1
2.	Children aged 4 years or over and 16 years or under	Single	See Schedule 4, Table 2
3.	Schoolchildren 18 years or under, during school hours	Single	See Schedule 4, Table 2
4.	Children aged 3 years and younger	No fares apply	€0
5.	Holders of valid Free Travel Passes	No fares apply	€0

1. Adult Fares

	Cavan IT/Cavan/Cavan Hospital	Kilmore Cathedral	Crossdoney	Cornafean Cross	Cornea Church	Arvagh	Moyne Cross/School	Legga Cross	Ballinamuck Cross & Village	Drumlish /Mill Race Park Estate	Leitrim Cross	Cahanagh Cross	Longford
Cavan													
Kilmore Cathedral	€2.50												
Crossdoney	€3.00	€2.00											
Cornafean Cross	€3.50	€2.50	€2.00										
Coronea Church	€4.00	€3.00	€2.50	€2.00									
Arvagh	€5.00	€3.50	€3.00	€2.50	€2.00								
Moyne Cross/School	€6.00	€4.00	€3.50	€3.00	€2.50	€2.00							
Legga Cross	€6.50	€4.50	€4.00	€3.50	€3.00	€2.50	€2.00						
Ballinamuck Cross & Village	€7.00	€5.00	€4.00	€3.50	€3.00	€2.50	€2.00	€2.00					
Mill Race Park Estate/ Drumlish	€8.00	€6.00	€5.00	€4.00	€3.50	€3.00	€2.50	€2.50	€2.00				
Leitrim Cross	€8.50	€6.50	€5.50	€4.50	€4.00	€3.50	€3.00	€3.00	€2.50	€2.00			
Cahanagh Cross	€9.00	€7.00	€6.00	€5.00	€4.00	€3.50	€3.00	€3.00	€2.50	€2.00	€2.00		
Longford	€10.00	€8.50	€8.00	€7.50	€7.00	€6.00	€5.00	€5.00	€4.00	€3.00	€3.00	€2.50	

2. Concessionary Fares

	Cavan IT/Cavan/Cavan Hospital	Kilmore Cathedral	Crossdoney	Cornafean Cross	Cornea Church	Arvagh	Moyne Cross/School	Legga Cross	Ballinamuck Cross & Village	Drumlish/ Mill Race Park Estate	Leitrim Cross	Cahanagh Cross	Longford
Cavan IT/Cavan/ Cavan Hospital													
Kilmore Cathedral	€1.25												
Crossdoney	€1.50	€1.00											
Cornafean Cross	€1.75	€1.25	€1.00										
Cornea Church	€2.00	€1.50	€1.25	€1.00									
Arvagh	€2.50	€1.75	€1.50	€1.25	€1.00								
Moyne Cross/School	€3.00	€2.00	€1.75	€1.50	€1.25	€1.00							
Legga Cross	€3.25	€2.25	€2.00	€1.75	€1.50	€1.25	€1.00						
Ballinamuck Cross & Village	€3.50	€2.50	€2.00	€1.75	€1.50	€1.25	€1.00	€1.00					
Mill Race Park Estate/Drumlish	€4.00	€3.00	€2.50	€2.00	€1.75	€1.50	€1.25	€1.00	€1.00				
Leitrim Cross	€4.25	€3.25	€2.75	€2.25	€2.00	€1.75	€1.50	€1.50	€1.25	€1.00			
Cahanagh Cross	€4.50	€3.50	€3.00	€2.50	€2.00	€1.75	€1.50	€1.50	€1.25	€1.00	€1.00		

NATIONAL TRANSPORT AUTHORITY										PUBLIC TRANSPORT SERVICES CONTRACT									
Longford	€5.00	€4.25	€4.00	€3.75	€3.50	€3.00	€2.50	€2.00	€1.50	€1.25									

- Applies to :
- a. Children 4 years or over and 16 years or under; and
 - b. Schoolchildren 18 years or under, during school hours

Schedule 5

Service Levels

Reference	Service Levels Punctuality/Reliability	Service Credit Points
1.	<p>At least ninety eight per cent.(98%) of all Services depart from the start:</p> <p>(i) not earlier than; and</p> <p>(ii) not more than five (5) minutes after,</p> <p>the departure time specified in the Timetable in Schedule 1, provided that Services departing later than the specific departure time shall not be included where the Operator demonstrates to the reasonable satisfaction of the Authority that such late departure was due to the late arrival of a guaranteed connection.</p>	4

Schedule 6**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 information signs as specified in clause 15.4;
- (e) inadequate display of Bus route number and destination on exterior of vehicle;
- (f) breach of vehicle specification requirements;
- (g) unsatisfactory handling of complaints;
- (h) unsatisfactory provision of Website information;
- (i) inadequate or late provision of required information or data to the Authority;
- (j) late remittance of Fares to the Specified Account;
- (k) unsatisfactory maintenance of records in relation to the Service; and
- (l) unsatisfactory provision of tickets to customers;
- (m) operating bus service without electronic ticket machine.

Schedule 7

Part A

Electronic Ticket Machine (ETM)

- (a) The Authority shall provide to the Operator Electronic Ticket Machines (ETM) for the duration of the contract.
- (b) All ETM's issued to the Operator shall remain the property of the Authority.
- (c) The Operator shall be responsible for the safe keeping of all ETMs issued to them until such time they are returned to the Authority.
- (d) At their own cost the Operator will install the ETMs including the provision of all power supplies and wiring in accordance with instructions issued by the Authority
- (e) The Operator shall at all times use the ETM provided by the Authority for the provision of the Services of this contract.
- (f) The Operator shall not use the ETMs issued by the Authority for any service other than that cover by this contract.
- (g) The Operator shall, at their cost, be responsible for sourcing and purchasing all paper supplies required for the ETMs. This paper shall meet the specification issued by the Authority to the Operator.
- (h) The Operator shall, upon becoming aware of a fault with an ETM;
 - (i) notify the Authority of the fault
 - (ii) implement immediately, a method, previously agreed with the Authority for the issue of tickets, collection and record of all fares on the affected service.
 - (iii) within two hours change the faulty ETM with the spare ETM.
 - (iv) arrange with the Authority collection of the faulty ETMs for repair and maintenance.
- (i) The Authority will be responsible for the maintenance of all ETMs issues to Operator for this contract other than paper supply
- (j) Upon request from the Authority the Operator shall, as soon as practical, arrange for the return of any ETM requested
- (k) Upon the expiry or termination of this contract the Operator shall arrange with the Authority for the collection of all ETMs.

Schedule 7**Part B
Ticketing and Revenue Arrangements****(a) Fare Collection Arrangements**

- (i) The Operator shall ensure that the on board ticketing equipment is fully functional at the commencement of the driver duty.
- (ii) Drivers shall accept payment of cash fares in Euro currency coins only, taking reasonable steps to ensure they do not accept counterfeit cash.

(b) Free Travel Passes

- (i) Passengers presenting valid Free Travel Passes (FTP) issued by the Department of Social Protection (DSP) shall not be charged for their journey in accordance with the Fare Table in Schedule 4.
- (ii) The Operator shall record on the ETM all journeys made by passengers presenting valid Free Travel Pass in accordance with instructions provided by the Authority from time to time.
- (iii) Where an invalid FTP is presented for travel, the driver shall not accept the FTP and shall charge the appropriate cash fare for the journey.
- (iv) The Operator shall cooperate in carrying out any survey of passengers required 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.

(c) Passenger cannot pay

- (i) A passenger who cannot pay shall be refused travel unless he/she is a vulnerable person or in distress as a result of something happening to them, in which case he/she shall be allowed to travel provided the driver records the passenger journey in accordance with instructions issued with the Authority from time to time.

(d) Tickets issued in Error

- (i) In the event of a cash ticket being issued in error the driver shall withdraw the ticket, and where appropriate, issue the correct ticket to the passenger and make any necessary cash adjustment.
- (ii) The withdrawn ticket shall be handed in at the driver's garage at the end of his/her duty together with an explanation as to the circumstances and shall be retained by the Operator.
- (iii) In the event that a driver fails to hand in the withdrawn ticket, the value of the ticket issued in error shall be payable by the Operator to the Authority, as if the ticket had not been issued in error.

(e) Re-issued Tickets

- (i) Under no circumstances may used or withdrawn tickets be re-issued. Drivers must not have used tickets (except withdrawn tickets) in their possession at any time.

(f) Refunds

- (i) In the event that a customer purchases a ticket, and is then unable to make their journey due to a disruption to the Service, the Operator shall refund the cost of the journey on request, provided the customer provides satisfactory evidence that they were unable to complete their journey by an alternative public transport operator due to the disruption without incurring additional ticket purchase costs.
- (ii) Refunds shall not be issued by the driver.
- (iii) The Operator shall maintain records of the amount and reason for each refund, and shall make such records available to the Authority on request.

(g) Information and Data from the Ticketing Equipment

- (i) The Operator shall be responsible for the downloading of transaction data from the ETM, and for the recording and storage of the ticketing transaction data in order to prepare the Relevant Period Reports.

(h) Calculation of Fares Revenue to be lodged in the Specified Account

- (i) The Fares Revenue due to the Authority shall be:
- a) The amount of revenue receipts identified by the data provided by the ETM, (or, in the absence of any or all of this data, the amount of revenue receipts accruing to the Services as can be identified or supported by such other information and documentation as the Authority may reasonably require);
- b) Less any adjustments due in respect of tickets issued in error for which the withdrawn ticket has been retained and a satisfactory explanation provided;
- c) Plus any adjustments due in respect of revenue due as a result of unsupported tickets issued in error for which the withdrawn ticket has not been retained.
- (ii) In the event that the Operator is found to have failed to make the appropriate adjustments in any Payment Period, the Authority shall be entitled to claim payment for all unsupported ticket annulments in the Payment Period in question.
- (iii) For the avoidance of doubt, the Operator shall be responsible for any mistakes, errors, invalid or ineligible claims by its drivers, operators or other staff which lead to invalid adjustments.
- (iv) The Operator shall, in the Relevant Period Report, shall submit an analysis of any discrepancies between ETM transaction data (or other information or documentation used) and the amount paid into the Specified Account for agreement with the Authority, including an explanation as to tickets issued in error and which shall be subject to the approval of the Authority.

- (v) The Operator shall be responsible for any discrepancies or errors which result in a loss of fares revenue to the Authority including those caused by the malfunction of the ETM, the use of illegal tender, any illegal tampering, theft and other cash losses, and shall indemnify the Authority against such lost patronage revenue. Any over-collection of revenue by the Operator shall be the property of the Authority.

(i) Misallocation of Fares Revenue

- (i) The Authority may conduct an audit or inspection or investigation of the Operator's revenue collection arrangements at any time during the contract.
- (ii) The Operator shall co-operate fully with any investigation carried out by the Authority, and shall make all necessary records, documents and information available.
- (iii) If it is discovered, or the Authority has reasonable grounds to believe, that any fares revenue which should have been paid to the Authority in respect of the Services together with all supporting documentation or information which would have identified the fares revenue as received or collected in respect of the Services has not been paid or provided to the Authority, then the Operator shall:
- a. pay forthwith to the Authority all fares revenue which should have been handed over in respect of the Services together with interest on the total amount of such delayed payment at the rate of 3% above the then current base rate of the European Central Bank from the date when payment should have been made in to the date when payment is received by the Authority;
 - b. indemnify the Authority in respect of all costs and expenses incurred by the Authority in checking all such previous payments, returns and information as the Authority in its absolute discretion considers necessary to ensure all fares revenue attributable to the Services has been paid over to the Authority; and
 - c. pay forthwith to the Authority all fares revenue which is identified by the Authority as a result of any investigation as being attributable to the Services and which has not previously been paid over to the Authority, together with interest on all such sums for the period and at the rate set out in paragraph (a) above.
- (iv) For such period as the Authority is conducting any investigation and until all sums shown to be properly attributable to the Services have been paid to the Authority, the Authority may withhold a proportion of the Period Contract Payment for each Payment Period equal to any sum calculated in accordance with paragraph (i) and (ii) above. All such sums withheld shall be paid by the Authority to the Operator following payment of all sums due under paragraph (i), (ii), (a) and (c) above.

Schedule 8

Minimum Low Floor Wheelchair Accessible Bus Specification

- (a) Shall have in force a valid Commercial Roadworthiness Test Certificate and large Public Service Licence.
- (b) Have a minimum seating capacity for twenty nine (29) persons (excluding the driver)
- (c) Be not more than twelve (12) years of age from the date of its first registration.
- (d) Should provide suitable interior luggage storage
- (e) Seating;
 - 1. to have replaceable upholstered seating and back pads that shall be of sufficient thickness and quality to provide good quality comfort and back support for passengers for the anticipated full route distance.
 - 2. backs and pads moulded into body panels must provide equivalent levels of comfort to that provided by the standard seating.
 - 3. minimum height to top of seat cushion 500mm
 - 4. that is forward facing is the preferred layout except where the chassis design function over wheel boxes necessitates inward or rearward facing.
 - 5. be at the same overall height.
 - 6. of bench type will not be accepted.
 - 7. arrangements and type shall be subject to the approval of the Authority before use on the proposed service.
- (f) Entrance door to be of sufficient width to allow comfortable access and egress of wheel chair passengers.
- (g) Appropriate Kneeling system to adjust step heights from and to the proposed bus.
- (h) Ramp requirements;
 - 1. Retractable single ramp platform type.
 - 2. Maximum gradient achieved from bus to standard kerbing heights (125mm) shall be 12%
 - 3. Where power operated a ramp deployment audible warning device at door to be beeping sound not to exceed 75dB(A) when measure at 1.25m height from exterior ground on the centre line of the exit door at a distance of 1.5m

4. Must function on all kerbs surfaces likely to be encountered along the proposed route.
- (i) Wheelchair bay space requirements:
1. Minimum one wheelchair bay space of appropriate dimensions.
 2. May provide an alternative buggy space when not in use for a wheelchair.
 3. Suitable tip up seats are allowable in wheelchair bay area.
 4. Wheelchair bay area shall display a white wheelchair logo within the floor covering with blue background. (or alternatives agreed with the Authority).
- (j) Shall have suitable heating and ventilation systems installed.
- (k) Shall have non-slip floors.

