

AN tÚDARÁS Náisiúnta Iompair - NATIONAL TRANSPORT AUTHORITY

and

GO-AHEAD TRANSPORT SERVICES (DUBLIN) LTD.
T/A GO-AHEAD IRELAND

ROUTE 197 SWORDS TO ASHBOURNE

PUBLIC TRANSPORT SERVICES CONTRACT

TERMS AND CONDITIONS

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PUBLIC TRANSPORT SERVICES CONTRACT

THIS AGREEMENT is made the 20th day of November 2019

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) Go-Ahead Transport Services (Dublin) Limited T/A Go-Ahead Ireland
12 Ballymount Road Lower,
Walkinstown,
Dublin 12.
D12 X201.

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

1.1 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.

"Annual Operating Charge" means the amount set out in Schedule 2, Part A.

"Annual Scheduled Kilometres" means the number of vehicle kilometres that the Operator is scheduled to operate when providing the Services in a year.

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

"Authority" means us, the National Transport Authority.

"AVL" means Automatic Vehicle Location.

"Basic Amount" means, in relation to a Relevant Period, the Fee less the aggregate of the Retention Amount and the Lost Kilometre Deduction, in each case for that Relevant Period.

"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 our consent 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" means the date specified by us in accordance with paragraph 3.

"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.

"Electronic Ticket Machines" or "ETM" each has the meaning give to it in paragraph 15.1.

"Expiry Date" means the later of:

- (a) the day before the day falling 36 months after the Commencement Date; or
- (b) if we have exercised our right to extend the Services Period under paragraph 2.4 of this Agreement, the day before the last day of the last six monthly extension of this Agreement.

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

"Fares Revenue" means the payment which the Operator receives from passengers for the provision of its transport services and which is due and owing to us.

"Fare Table" means the table displaying the fare to be paid by each passenger for use of the Services.

"Fee" means, in respect of each Relevant Period, that part of the Annual Operating Charge (as determined in accordance with paragraph 2 of Schedule 2, Part A) for each Relevant Period on which you provide the Service in accordance with this Agreement.

"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.

"Free Travel Pass" means Public Service Cards issued by the Department of Social Protection, which entitle the holder, and eligible spouse or companion, to free travel on the Services.

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

"Integrated Fare" has the meaning given to it in paragraphs 5.13 and 5.14.

"LEAP" means the name of the Leap Card Scheme.

"LEAP Card" means the contactless smart card approved by the Authority for use on public transport services as an accepted ticketing medium in accordance with the Leap Card Scheme.

"Leap Card Scheme" means the scheme for integrated ticketing for public transport procured, maintained and operated by the Authority pursuant to section 58 of the 2008 Act, known as LEAP, including:

- (a) any regulations made by the Authority pursuant to section 58(4) of the 2008 Act;
- (b) any directions given by the Authority pursuant to section 58(6) of the 2008 Act;
- (c) any agreement entered into by the Operator in connection with its participation in the Leap Card Scheme; and
- (d) any other arrangement involving the Operator (and to which the Authority has consented) in relation to the Leap Card Scheme,

which enables passengers to access one or more public transport services using contactless smart cards approved by the Authority for use on Network Services as an accepted ticketing medium.

"Liabilities" means all costs, claims, actions, proceedings, demands, losses, awards, penalties, fines, liabilities (including without limitation, any consequent liability to employer taxation) and reasonable expenses (including, without limitation, legal and other professional fees).

"Lost Kilometre Deduction" means, in respect of each Relevant Period, the amount determined in accordance with Schedule 2, Part B.

"Lost Service Kilometres" has the meaning given to it in Schedule 2, Part B.

"Operational Day" means a day upon which the Services are to be provided by the Operator.

"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—

- (a) each journey is open to use by members of the public,

- (b) a charge or charges are paid in respect of each passenger, and
- (c) save where the Authority otherwise determines,
 - (i) the service is provided on a regular and scheduled basis, and
 - (ii) carriage is provided for passengers between specified terminal points or along a specified route or otherwise in accordance with a published timetable,

and is not 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:

- (a) 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
- (b) 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.

"Re-transferring Employee(s)" means any employees of the Operator (or any of its sub-contractors) wholly or mainly assigned (within the meaning of the Transfer Regulations) to the Services on the expiry or termination of this Agreement.

"Relevant Period" means each successive period of four (4) weeks ending on a Sunday within a calendar year for the Services Period provided that:

- (a) 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);
- (b) the last Relevant Period during each calendar year shall end on 31 December, and
- (c) 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 in 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 Schedule 1, Part A including the Stopping Points.

"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 Credit Points" means the points to be awarded in accordance with paragraph 13.

"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:

- (a) the Expiry Date; or
- (b) 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 Points" means the stopping points along the Route at which passengers or intending passengers may request a Bus to stop (being, as at the Commencement Date, the stopping points specified in Schedule 1, Part A) and "Stopping Point" means any of them.

"Successor Operator" means any person appointed to provide the Services upon termination or expiry of this Agreement or any part of the Services.

"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.

"Ticketing Equipment" has the meaning given to it in paragraph 1.11, Schedule 7, Part B.

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

"Transfer Regulations" means the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (as amended).

"Transferring Employee(s)" means any employees of an incumbent operator wholly or mainly assigned (within the meaning of the Transfer Regulations) to the Services on the Commencement Date.

"Trip" means the carriage of persons on the Route, starting at the first Stopping Point and ending at the last Stopping Point, in each case specified in Schedule 1, Part A.

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

"Website" has the meaning given to it in paragraph 15.7(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.

1.2 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.

1.3 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,

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 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 and to the extent otherwise specified in Schedule 1) at each Stopping Point.

2.4 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:

- (a) we have received the following in form and substance satisfactory to us:
 - (i) evidence that the insurances set out in Schedule 3 have been taken out and maintained by you;
 - (ii) a valid tax clearance certificate;
 - (iii) Evidence, satisfactory to the Authority, of full compliance with Schedule 8 of the Draft Contract in relation to the specification of buses to be provided;
 - (iv) 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 Points in its functional area; and

(b) we have approved:

(i) a timetable for the Services in accordance with Schedules 1 and 2.

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.

3.3 Upon the conditions being satisfied or waived in accordance with paragraph 3.2 within 3 days of the date of this Agreement (or such longer period as we may specify), we shall notify you of the date to be the "Commencement Date" for the purposes of this Agreement.

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 5.3(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 5.7(a) and 5.7(b), 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 5.7(i); 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; and
 - (b) in relation to a Quarter, the amount determined in accordance with paragraph 13.3.
- 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 5.7), nor to issue any invoice, unless:
 - (a) we are satisfied with your performance and confirm that to you; and
 - (b) you have provided us with a valid current tax clearance certificate.
- 5.7 Upon the requirements of paragraph 5.6 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 5.5(a) 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 5.8.
- 5.8 (a) Unless we and you otherwise agree, you shall invoice us the Basic Amount in respect of the Services provided in a Relevant Period within five (5) Working Days after the end of such Relevant Period except in the case of the last Relevant Period of the Services Period where 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 lodgements to the Specified Account during 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 5.7 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 contemplated by paragraph 11.2, we shall pay you the Service Credits (calculated in accordance with paragraph 13) for such Quarter which are due to you within twenty (20) Working Days of our receipt of an invoice for such Service Credits following such Quarterly Report.
- 5.11 The amount payable by us by way of Fee (including the release of any Retention Amounts but less any deductions, in each case, contemplated by 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 this Agreement.
- 5.12 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.
- 5.13 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.
- 5.14 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 paragraph 5.13.
- 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 Schedule 2, Part A.
- 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 Points, or changes to existing Stopping Points, 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 Points.
- 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 Points.
- 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 5.13, 7.4 and 15.3, you shall, subject to paragraph 7.1, use best endeavours to integrate the provision of the Services with 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) such details as may be required by Schedule 2, Part B in relation to Lost Service Kilometres;
 - (g) details of the date, time, duration, particular Trip for which Ticketing Equipment on board a Bus providing the Services operated with configuration data that was over twenty four (24) hours old when engaged in the provision of the Services; and
 - (h) details of any operational issues encountered during the Relevant Period, including:
 - (i) any delays in arriving at any Stopping Point 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 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 which, at a minimum, includes the following:
- (a) the scheduled departure date and time and actual departure date and time for each Bus that departed from the first Stopping Point on the Route:
 - (i) one (1) minute or more before the departure time specified in the Timetable; or
 - (ii) five (5) minutes and fifty nine (59) seconds 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 one (1) minute before; and
 - (ii) not later than five (5) minutes and fifty nine (59) seconds 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) the scheduled arrival date and time and actual arrival date and time for each Bus that arrived at the last Stopping Point on the Route:
 - (i) one minute or more before the arrival time specified in the Timetable; or
 - (ii) five (5) minutes and fifty nine (59) seconds or more after the arrival time specified in the Timetable.
 - (d) details of the number of buses scheduled that arrived at the last Stopping Point of the Route
 - (i) not earlier than one (1) minute before; and
 - (ii) not later than five (5) minutes and fifty nine (59) seconds after,

the arrival 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

- (e) details of the number of buses operating the entire Route and stopping at each Stopping Point; 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 ("Electronic Ticket Machines" or "ETM") which shall be installed, maintained and operated in accordance with Schedule 7.

15.2 The ETMs are to be used by the Operator solely in the provision of the Services.

15.3 Each passenger paying a Fare shall receive a ticket issued by the ETM (or otherwise in accordance with our requirements, as notified to you from time to time) indicating, at a minimum, the payment for the journey undertaken and date and time of issue of the ticket.

15.4 You shall ensure that, at all times, the Electronic Ticket Machines used 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.

15.5 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 the Fare Table inside each bus within the vicinity of the ticket machine so that it is easily visible to all passengers, details of which are to be 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 so as to be legible by waiting passengers;
- (d) if requested, supply copies of details of the Services, the Route, the Fares and the Timetable; and
- (e) comply with the requirements of Schedule 7, Part B.

15.6 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.

15.7 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 Points, 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) obtain our prior approval to the content and layout of the Website.

15.8 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) actual and timetabled arrival times at the last Stopping Point on the route;
- (f) Services that have not been provided (in full or in part) in accordance with the Timetable;
- (g) 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;
- (h) passenger injuries and vehicle accidents, (including, without limitation, the nature and severity of such injuries and/or accidents); and
- (i) 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 (4) 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 not place advertisements on the interior and exterior of each Bus unless by agreement with the Authority.

19.2 The Authority's approval process with regards to advertising rights is outlined in Schedule 9 of this Contract.

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. Transfer Regulations**21.1 The Parties agree that:**

- (a) the Transfer Regulations shall apply on the Commencement Date, such that the Transferring Employees shall transfer to the employment of the Operator from the Commencement Date; and
- (b) in that regard, in relation to the Transferring Employee(s):
- (i) the Operator shall comply with its obligations under the Transfer Regulations;
 - (ii) the Authority shall use reasonable endeavours to obtain details of such Transferring Employee(s) existing contractual rights and obligations. However, the Authority neither warrants, represents nor takes responsibility for the accuracy of information so obtained and provided to the Operator; and
 - (iii) the Operator shall indemnify the Authority and keep the Authority indemnified on demand against any and all Liabilities arising from:
 - (A) a refusal to employ such Transferring Employee(s);
 - (B) the employment or termination of such Transferring Employee(s) employment after the Commencement Date; and
 - (C) any failure by the Operator to comply with the Transfer Regulations.

21.2 If the Transfer Regulations apply on termination or expiry of this Agreement, the Operator shall comply with its obligations under the Transfer Regulations, and it shall provide any reasonably necessary information and assistance to a Successor Operator to allow that party to comply with its obligations (including providing a list of Re-Transferring Employees, together with their terms and conditions of employment).

21.3 The Operator shall indemnify the Authority and the Successor Operator (to whom the Authority may assign the benefit of this Clause) and keep the Authority and Successor Operator indemnified against any and all Liabilities relating to Re-Transferring Employees arising from:

- (a) any claim which relates to such person's employment before the Termination Date;
- (b) the employment or termination of such person's employment before the Termination Date;
- (c) any failure by the Operator to comply with the Transfer Regulations; and/or

- (d) a failure by the Operator to provide an accurate list of Re-transferring Employees together with their terms and conditions of employment.

22. Notices

- 22.1 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.

- 22.2 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.

- 22.3 If notification is by telephone or in person, it will only be effective if confirmed by written notice served in accordance with this paragraph 21.1 within seven days of such notification by telephone or in person.

23. Governing Law

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

24. Data Protection

- 24.1 The Supplier acknowledges that in providing the Services under this Agreement the Supplier will process personal data within the meaning set out in Data Protection Law on behalf of the Authority. In such circumstances, the Supplier acknowledges that the Authority is the data controller and the Supplier is the data processor, as each term is defined in the Data Protection Acts and the Supplier agrees that:

- (a) the Supplier processes personal data on behalf of the Authority in the context of providing the services under this Agreement, for the duration of the Term. The obligations and rights of the Authority shall be as set out in this Agreement;

- (b) the Supplier will only process such personal data in accordance with the documented instructions of the Authority, including with regard to transfers of personal data to a third country and solely as strictly necessary for the performance of its obligations under this Agreement;
- (c) the Supplier shall ensure that the persons authorised by the Supplier to process such personal data are bound by appropriate confidentiality obligations;
- (d) the Supplier shall implement such technical and organisational security measures as are required to comply with the data security obligations under Data Protection Law;
- (e) the Supplier shall not engage any sub-processor without the prior written consent of the Authority and where the Authority has consented to the appointment of a sub-processor, the Supplier must not replace or engage other sub-processors without the prior written consent of the Authority;
- (f) where any sub-contractor of the Supplier will be processing such personal data on behalf of the Authority, the Supplier shall ensure that a written contract exists between the Supplier and the Sub-contractor containing clauses equivalent to those imposed on the Supplier in this clause 23. In the event that any sub-processor fails to meet its data protection obligations, the Supplier shall remain fully liable to the Authority for the performance of the sub-processors obligations;
- (g) the Supplier shall inform the Authority immediately in the event of receiving a request from a data subject to exercise their rights under Data Protection Law and provide such co-operation and assistance as may be required to enable the Authority to deal with such request in accordance with the provisions of Data Protection Law;
- (h) the Supplier shall assist the Authority by implementing appropriate technical and organisational measures to allow the Authority to comply with requests from data subjects to exercise their rights under Data Protection Law;
- (i) the Supplier shall assist the Authority in ensuring compliance with its obligations in respect of security of personal data under Data Protection Law;
- (j) the Supplier shall: (i) at the choice of the Authority, delete or return all such personal data to the Authority when the Supplier ceases to provide service relating to data processing; and (ii) save as required by Applicable Law, delete all existing copies of such personal data unless EU law or the laws of an EU Member State require storage of the personal data;
- (k) the Supplier shall: (i) make available to the Authority all information necessary to demonstrate compliance with the obligations laid down in this clause 23; and (ii) allow for and assist with audits, including inspections, conducted by the Authority or another auditor mandated by the Authority, in order to ensure compliance with the obligations laid down in this clause 23, including its data security obligations under Data Protection Law provided however that the Authority shall be entitled, at its discretion, to accept adherence by the Supplier to an approved code of conduct or an approved certification mechanism to aid demonstration by the Supplier that it is compliant with the provisions of this clause 23;
- (l) the Supplier shall inform the Authority immediately if, in its opinion, it receives an instruction from the Authority which infringes Data Protection Law;

- (m) the Supplier shall notify the Authority immediately after becoming aware of any personal data breach (as defined in Data Protection Law) and provide the Authority with such co-operation and assistance as may be required to mitigate against the effects of, and comply with any reporting obligations which may apply in respect of, any such breach; and
- (n) no such personal data shall be transferred outside of the European Economic Area by the Supplier or any of its agents or sub-processors without the prior written consent of the Authority which consent may be subject to terms and conditions (including, without limitation, that the data importer enters into model clauses in the form approved by the European Commission and, where relevant, complies with the provisions regarding sub-processors contained in such model contracts in respect of any sub-processors). The Supplier shall comply with the requirements of Data Protection law in respect of transfers of such personal data outside of the European Economic Area, to the extent that the Authority consents to any such transfer.

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

Anne Graham

in the presence of:

Donal Brennan

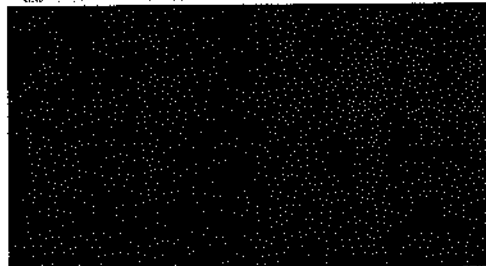
Signature of Witness

Donal Brennan

Name of Witness

Donal Brennan

Address of Witness



Occupation of Witness

SIGNED by

a duly authorised representative of/for and on behalf
of GO-AHEAD TRANSPORT SERVICES (DUBLIN) LTD. T/A GO-AHEAD IRELAND

Niamh Swords

in the presence of:

Niamh Swords

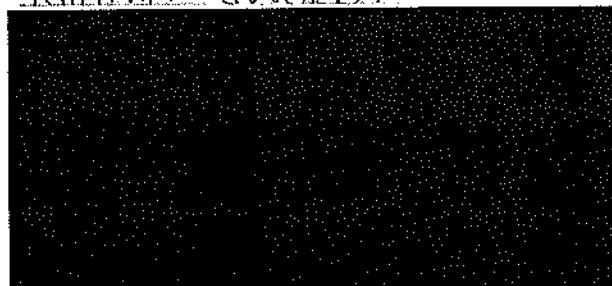
Signature of Witness

Niamh Swords

Name of Witness

NIAMH SWORDS

Address of Witness



Occupation of Witness

Schedule 1

Part A – Route and Stopping Points

The Route shall operate in both directions between Swords and Ashbourne, including services as indicated on the timetables contained in Schedule 1 Part B, with the following Stopping Points:

SWORDS TO ASHBOURNE		
Stop	Area	Proposed Location of Bus Stopping Point
1	Swords	Airside New
2	Swords	L2305 New WB
3	Swords	R132 DB 3676
4	Swords	Pavilions DB 4330
5	Swords	Opp Fingal County Council DB 3679
6	Rathbeale Road	Watery Lane DB 5075
7	Rathbeale Road	Brackenstown Avenue DB 5076
8	Rathbeale Road	Glasmere Park DB 3682
9	Rathbeale Road	Abbeylea Avenue DB 3864
10	Rathbeale Road	Glen Ellen Walk DB 3865
11	Rathbeale Road	Cianlee DB 7133
12	Rathbeale Road	Rathbeale Cottages DB 7134
13	Rathbeale Cottages	Mataranka DB 3867
14	Rathbeale Road	Lispopple DB 7135
15	Rolestown	Cottages DB 7136
16	Rolestown	Rolestown DB 3874
17	Greenogue	Greenogue New R125
18	Greenogue	St. Patrick's Church New R125
19	Ninemilestone	Opp B&B BE Stop 133941
20	Ashbourne	The Briars Northbound BE Stop 106521
21	Ashbourne	Opp. Campus Service Station BE Stop 100961
22	Ashbourne	The Bridge BE Stop 101221
23	Ashbourne	AIB BE Stop 152421
24	Ashbourne	Credit Union BE Stop 100981
25	Ashbourne	St John's Wood BE Stop 100991
26	Ashbourne	Opp. Pillo Hotel BE Stop 101001

ASHBOURNE TO SWORDS		
Stop	Area	Proposed Location of Bus Stopping Point
1	Ashbourne	Pillo Hotel BE Stop 135731
2	Ashbourne	Opp. St John's Wood BE Stop 101041
3	Ashbourne	Opp. Dunne's Stores BE Stop 101051
4	Ashbourne	Kelly's BE Stop 133631
5	Ashbourne	Garden City Stop BE Stop 101851
6	Ashbourne	Community Centre BE Stop 137091
7	Ashbourne	The Briars Southbound BE Stop 106531
8	Ninemilestone	B&B BE Stop 101061
9	Greenogue	St. Patrick's Church New R125
10	Greenogue	Greenogue New R125
11	Rolestown	Rolestown DB 3874
12	Rolestown	Cottages DB 7144
13	Rathbeale Cottages	Balcartie DB 3881
14	Rathbeale Road	Jamestown DB 5096
15	Rathbeale Road	Rathbeale Cottages DB 7145
16	Broadmeadow	Pine Grove Park DB 3884
17	Broadmeadow	Opp Rathbeale Crescent DB 3686
15	Broadmeadow	Brackenstown Avenue DB 5077
16	Rathbeale Road	Watery Lane DB 5078
17	Swords	Fingal County Council DB 3689
18	Swords	Main Street DB 3690
19	Swords	Pavilions DB 6117
20	Swords	R132 DB 3695
21	Swords	t2305 New EB
22	Swords	Airside New

Schedule 1

Part B - Service Departure Times

The Operator shall be responsible for the completion of the timetable, including intermediate stopping times. These shall be based on the service departure times as outlined below. The Operator shall undertake any surveys (including any journey time verification surveys) they consider necessary to ensure the accuracy of the timetable.

The Operator shall submit their proposed timetable to the Authority for approval and inclusion in the Authority's National Journey Planner a minimum of three (3) weeks prior to the proposed commencement of Services and in a format approved by the Authority.

Services are not required to operate on Christmas Day.

Route 197 Swords to Ashbourne Service Departure Times

Location	Mon-Sun	Mon-Sun	Mon-Sun	Mon-Sun	Mon-Sun	Mon-Sun	Mon-Sun	Mon-Sun	Mon-Sun
Airside, Swords	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00
	16:15	17:30	18:30	19:30	20:30	21:30	22:30	23:30	

Route 197 Ashbourne to Swords Service Departure Times

Location	Mon-Sun	Mon-Sun	Mon-Sun	Mon-Sun	Mon-Sun	Mon-Sun	Mon-Sun	Mon-Sun	Mon-Sun
Pillo Hotel Bus Stop, Ashbourne	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00
	15:00	16:15	17:30	18:30	19:30	20:30	21:30	22:30	

Times in *bold italics* operate Monday to Saturday only.

Note:

- (1) No driver or vehicle substitution is permitted along the Route, except, for the avoidance of doubt, at the first and last Stopping Point on the Route, without the prior written approval of the Authority being obtained.
- (2) Layover between Services shall be in the locations as outlined in Schedule 1 Part A. Vehicles shall not layover at any other locations without the prior agreement of the Authority.

Schedule 2

Part A - Fee payable to the Operator

1. Annual Operating Charge

The Annual Operating Charge shall be determined as follows:

Annual Operating Charge		
1	Materials (including fuel and tyres)	
2	Labour	
	a) Drivers wages (including statutory contributions and Pensions)	
	b) Other Staff costs	
3	Vehicles	
	a) All costs attributable to the Vehicles (including tax, licences etc.) other than to the extent included in 3 b).	
	b) Insurances	
	c) Maintenance, including labour	
4	Overheads	
	a) Premises and plant, including all rent, tax, leases, and an apportionment of costs based on use of depots being used for these Services and other services (by reference to the proportion).	
	b) Admin support including any fees or charges imposed by banks / other financial institutions in the course of providing these Services	
Total Annual Operating Charge		

2. Fee for a Relevant Period shall be determined as follows:

$$Fee = \left(\frac{\text{Annual Operating Charge}}{13} \right) =$$

3. The Basic Amount for a Relevant Period is the Fee less the aggregate of the Retention Amount and the Lost Kilometre Deduction, in each case for that Relevant Period.

$$\text{Basic Amount} = \text{Fee} - (\text{Retention Amount} + \text{Lost Kilometre Deduction})$$

Schedule 2

Part B - Lost Kilometre Deduction

1. The Operator is required to operate 100% of the Annual Scheduled Kilometres.
2. If a Trip fails to operate or is not operated fully, the Operator shall:
 - (a) record the Scheduled Kilometres not operated by it on that Trip (the "Lost Service Kilometres"),
 - (b) record the cause of the Lost Service Kilometres, and
 - (c) submit this information to the Authority for each Relevant Period in a format notified by the Authority to the Operator from time to time.
3. Where the Authority determines that Scheduled Kilometres not operated by the Operator were for reasons beyond the Operator's reasonable control, no deductions shall apply and they shall not be included in the calculation of the Lost Kilometre Deduction for a Relevant Period.

It is agreed and acknowledged that, without prejudice to the right of the Authority to regard any particular circumstance as being within the Operator's control, the following reasons which may give rise to Lost Service Kilometres are within the Operator's control:

- (a) Operator Staff availability,
 - (b) Operator Vehicle availability,
 - (c) normal traffic congestion conditions.
4. Lost Service Kilometres (other than those which fall under paragraph 3) shall be the number of Deductible Lost Service Kilometres in a Relevant Period.
5. The Lost Kilometre Deduction Rate is determined as follows:

$$\text{Lost Kilometre Deduction Rate} = \left(\frac{\text{Annual Operating Charge}}{\text{Annual Scheduled Kilometres}} \right) =$$

6. The Lost Kilometre Deduction to be applied in determining the Basic Amount for a Relevant Period in respect of Lost Service Kilometres (other than those which fall under paragraph 3) shall be the product of the number of Lost Service Kilometres in such Relevant Period and the Lost Kilometre Deduction Rate calculated in accordance with paragraph 4.
7. The Authority will notify the Operator of the amount of the Lost Kilometre Deduction to be applied to the Fee in respect of a Relevant Period, as determined in accordance with this Schedule 2, Part B.

Schedule 2

Part C - Indexation

The Annual Operating Charge shall be adjusted on each Review Date in accordance with the following formula:

$$A = A_0 \times \left(1 + \frac{I - I_0}{I_0} \right)$$

where:

- A = the amount that will apply from the Review Date in respect of which the formula is being applied;
- A₀ = the value of the Annual Operating Charge in Schedule 2 Part A;
- I = the value of the Consumer Price Index (Base December 2016 = 100) for the November preceding the Review Date;
- I₀ = the value of the Consumer Price Index (Base December 2016 = 100) for November 2017, being 100.5.

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.

PUBLIC TRANSPORT SERVICES CONTRACT

Schedule 4

Fares

[illegible]

TERMS AND CONDITIONS

PUBLIC TRANSPORT SERVICES CONTRACT

[illegible]

TERMS AND CONDITIONS

Schedule 5

Service Levels

Reference	Service Levels	Service Credit Points
1.	<p data-bbox="351 477 486 510">Punctuality</p> <div data-bbox="351 521 1133 1238" style="border: 1px solid black; padding: 10px;"> <p data-bbox="375 533 454 566">NOTE:</p> <p data-bbox="375 589 1117 745">The Punctuality Service Credit shall be formally suspended until the date of the first quarter which begins at least 8 weeks after the date of commencement of services. This time during which the Service Credit is suspended shall be known as the Suspension Period.</p> <p data-bbox="375 768 1117 958">During the Suspension Period, the operator will be required to record and report punctuality as detailed below however no Service Credit deductions will be applied i.e. full Service Credits (4 Credits) will be awarded regardless of the percentage of services which are reported as operating "on time" as defined below.</p> <p data-bbox="375 981 1117 1104">The operator will be afforded an opportunity to propose a revised timetable before the end of the Suspension Period, for the approval of the Authority. The Authority may, at our absolute discretion, accept or reject the proposed change.</p> <p data-bbox="375 1126 1117 1216">Following the conclusion of the Suspension Period, the Punctuality Service Credit shall be implemented immediately and in full as outlined below, for the remainder of the contract.</p> </div> <p data-bbox="359 1294 997 1328">Each Service will have two (2) Timing Points on the Trip:</p> <ul data-bbox="406 1350 1149 1507" style="list-style-type: none"> • Timing Point 1 will be at departure from the first Stopping Point on the Trip • Timing Point 2 will be at arrival at the last Stopping Point on the Trip. <p data-bbox="359 1541 1157 1686">The percentage of buses operating "on-time" shall be calculated by comparing the actual observed departure/arrival times at the relevant Timing Points with the specified departure/arrival times set out in the Working Timetable.</p> <ul data-bbox="383 1720 1157 2020" style="list-style-type: none"> • A bus will be regarded as "on time" at Timing Point 1 on the Trip if it departs from the first Stopping Point on the Trip not more than one minute early or not more than five minutes 59 seconds late against the Working Timetable. • A bus will be regarded as "on time" at the last Stopping Point on the Trip (Timing Point 2) if it arrives at a specified timing point not more than one minute early or not more than five minutes 59 seconds late against the Working Timetable. 	4

Departures:

A maximum percentage of 2% of departures at Timing Point 1 (First Stopping Point) shall be permitted to fail the requirement to operate "on time" (as defined above) without the operator being subject to a deduction, in any one Reporting Period.

Thereafter, for each full 2% of services failing to operate "on time" in that Reporting Period, 0.5 service credits shall be deducted, up to a maximum deduction of 2 service credits where less than 91% of departures at Timing Point 1 (First Stopping Point) operated "on time". These service credit increments are shown in the table below:

% of Departures "on time" at Timing Point 1 (First Stopping Point)	Service Credit Points Awarded
98.0% +	2.0
96.0% - 97.9%	1.5
94.0% - 95.9%	1.0
92.0% - 93.9%	0.5
< 92.0%	0

Arrivals:

A maximum percentage of 20% of arrivals at Timing Point 2 (last Stopping Point) shall be permitted to fail the requirement to operate "on time" (as defined above) without the operator being subject to a deduction, in any one Reporting Period.

Thereafter, for each full 2% of services failing to operate "on time" in that Reporting Period, 0.5 service credits shall be deducted, up to a maximum deduction of 2 service credits where less than 74% of arrivals Timing Point (Last Stopping Point) operated "on time". These service credit increments are shown in the table below:

% of Arrivals "on time" at Timing Point 2 (Last Stopping Point)	Service Credit Points Awarded
80.0% +	2.0
78.0% - 79.9%	1.5
76.0% - 77.9%	1.0
74.0% - 75.9%	0.5
< 74.0%	0

The Authority may vary the methodology for monitoring punctuality performance or the Performance Standard to be applied at any time during the Contract Period.

Where a Service Interruption associated with a Public Event or an exceptional event of significant duration, which is outside the control of the Operator, occurs in the previous Reporting Period and has demonstrable Network wide effects on Service punctuality, the Operator may submit supplemental information to the Authority in

	<p>relation to the event, including location time and duration of Service disruption due to the event. The Authority shall consider such supplemental information and may exempt the Services affected from Punctuality Performance calculations.</p> <p>Measurement Methodology:</p> <ul style="list-style-type: none"> • Operator's Period Reports • NTA Audits 	
2.	<p>Service Quality</p> <p>Driver is helpful, courteous and polite: 0.5</p> <p>Bus operating the Service complies with the requirements of this Agreement (including Schedule 8). 0.5</p> <p>Wheelchair ramp/lift (whichever is provided) is operating correctly and used by driver on passenger request. 0.5</p> <p>Bus heating operated to match weather conditions. 0.5</p> <p>Seats and surfaces are clean 0.5</p> <p>Seats are in a good state of repair 0.5</p> <p>Exterior of bus is clean 0.5</p> <p>A copy of current fares for the Service is displayed prominently at the entrance to the Bus, at a location to be determined by the Authority and to a design approved by the Authority; and the external electronic route and destination displays shall be operational and display the correct information: 0.5</p> <p>Measurement Methodology:</p> <p>NTA Audits or Mystery Shopper surveys by the Authority or its agents</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 15.5;
- (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;
- (l) unsatisfactory provision of tickets to customers; and
- (m) operating bus service without electronic ticket machine.

Schedule 7

Part A

Electronic Ticket Machine

1. Provision of Electronic Ticket Machines

1.1 The Authority shall provide Electronic Ticket Machines (ETMs) to the Operator for the Services Period. The ETM shall include a Smart Card Validator for reading Leap Cards and Free Travel Passes.

1.2 All ETMs issued to the Operator shall remain the property of the Authority.

1.3 The Operator shall be responsible for the safe keeping of all ETMs issued to them until such time they are returned to the Authority.

2. Operator obligations

2.1 At their own cost the Operator shall provide suitable internet access connections in order to access ETM ticket transaction data and to ensure full daily download of the ETM ticket transaction data.

2.2 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.

2.3 The Operator shall at all times use the ETMs provided by the Authority for the provision of the Services of this Agreement.

2.4 The Operator shall not use the ETMs issued by the Authority for any service other than the Services the subject of this Agreement.

3. Ongoing maintenance

3.1 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.

3.2 Except to the extent contemplated by paragraph 3.1, the Authority will be responsible for the maintenance of all ETMs issued to the Operator in accordance with this Agreement.

4. ETM Fault

4.1 The Operator shall, upon becoming aware of a fault with an ETM;

- (a) notify the Authority of the fault.
- (b) implement immediately, a method, previously agreed with the Authority for the issue of tickets, collection and record of all fares on the affected service.
- (c) within two (2) hours change the faulty ETM with the spare ETM.
- (d) arrange with the Authority collection of the faulty ETMs for repair and maintenance.

4.2 Upon request from the Authority the Operator shall, as soon as practical, arrange for the return of any ETM which the Authority has requested be returned to it

5. Return

Upon the expiry or termination of the Services Period, the Operator shall arrange for, and co-operate in, the collection of all ETMs by the Authority.

Schedule 7

Part B

Ticketing and Revenue Arrangements

1. Ticketing Arrangements

1.1 The Operator shall procure tickets, make available, charge for and accept tickets of such types, design, fare zone or fare stage validity, time period validity and service validity (including joint tickets with other public transport operators) and fare levels and subject to operational arrangements as set out in this Schedule 7, Part B or as may be notified by the Authority to the Operator from time to time.

1.2 The Operator shall accept as a valid means of payment or right to travel, including:

- (a) cash fares;
- (b) travel credit on Leap Cards;
- (c) ticket products pre-loaded onto Leap Cards;
- (d) Free Travel Passes;
- (e) valid staff passes as prescribed by the Authority; and
- (f) other tickets, passes or smart cards as notified to the Operator by the Authority from time to time.

1.3 The Operator shall accept as valid means of payment or right to travel the following types of Leap Cards:

- (a) adult Leap Cards;
- (b) child under 16 anonymous Leap Cards;
- (c) child 16-18 personalised Leap Cards;
- (d) student personalised Leap Cards;
- (e) Leap visitor cards (anonymous, contains ticket only, no travel credit)
- (f) Leap family cards (anonymous, contains ticket only, no travel credit)
- (g) other Leap Cards as advised by the Authority from time to time,

provided such Leap Cards contain either a valid ticket for the service and/or sufficient travel credit to pay for the journey.

1.4 In cases of disruption to other public transport services operated under contract with the Authority, the Authority may notify the Operator, to require the Operator to accept tickets issued for travel on those services during the period of disruption as notified by the Authority.

1.5 The Operator shall familiarise themselves with the contents of the 'ITS Requirements' document in relation to the operation of the Leap Card Scheme.

- 1.6 The Authority shall provide the Operator with reasonable prior notice in relation to changes to the tickets/Fares and shall consult with the Operator concerning any operational or administrative issues in relation to such changes.
- 1.7 The Operator shall issue paper tickets (i.e. receipts serving as proof of payment for travel) for all cash fares paid on board the Bus.
- 1.8 The Operator shall ensure that any paper tickets and receipts issued by the Operator comply with Authority design requirements. The Operator shall submit the ticket and receipts designs, which shall incorporate the "Transport for Ireland" logo for approval by the Authority.
- 1.9 The Operator shall not make any changes to the approved ticket design without the prior agreement of the Authority.
- 1.10 The Leap Card scheme operating charges shall be payable by the Authority but shall be advised to the Operator on a monthly basis. The Operator shall assist the Authority as required to verify the accuracy of these charges and shall promptly identify and where applicable address any anomalies that arise on a timely basis. The basis for the calculation of the operating costs for the Leap Card Scheme is set out in the 'ITS Requirements' document.
- 1.11 Several times each day (or as frequently as the Authority determines) the Authority shall provide the Operator with Ticketing Equipment configuration data (which may include but not be limited to product definitions, action lists, scheme wide codes and hotlists as set out in the 'ITS Requirements' document). The Operator shall ensure that the latest configuration data is successfully implemented on the Ticketing Equipment on each Bus in advance of commencement of services each Operational Day. It is recommended that drivers power on the machines at least 10 minutes prior to the start of service in order to allow any pending downloads to take place.

2. Leap Card Transactions

- 2.1 A Leap Card travel credit facility is available on certain Leap card types. Customers can present a Leap Card to the ETM, advise the driver of their destination or the fare they wish to pay and the driver shall select the relevant fare/destination option to deduct the correct travel credit fare from the card.
- 2.2 The Operator shall ensure that its staff are aware of, and facilitate the following:
- (a) certain Leap Card types do not have the travel credit facility (for example, Leap Family pass) and instead contain ticket products that can be validated at the ETM. In such cases the travel credit facility may be reported as being blocked but may still contain a valid ticket product and the driver shall validate such products rather than attempting to deduct a fare from the travel credit balance;
 - (b) Leap Cards that have the travel credit facility contain a deposit that can be used to pay for a fare, even if that fare exceeds the available travel credit on the Leap Card, provided that the Leap Card has a minimum positive balance of €0.01 and provided that the fare payable does not exceed €5.00;
 - (c) customers may present a Leap Card and use the travel credit on a single card to pay for multiple additional passengers; if so requested the driver shall charge the additional fares from the travel credit and shall issue paper receipts in respect of each additional passenger;

- (d) customers may present a Leap Card that contains both a valid pre-loaded ticket product and travel credit and may request that either be used for travel; if so requested the driver shall select the requested means of payment and shall perform the appropriate action;
- (e) customers may present a Leap Card that contains both an invalid (e.g. expired) as well as a valid pre-loaded ticket product. If necessary the driver shall select or ensure that the valid ticket product is used;
- (f) customers may present a personalised Leap Card with a pre-loaded period pass to the ETM.

- 2.3 In the event of error by the customer or by the driver in the usage of a Leap Card, the driver shall reverse the transaction as necessary.
- 2.4 In the event that the Ticketing Equipment reports an error or unsuccessful validation or cannot read the Leap Card, the driver shall refuse travel unless the customer pays via another means (e.g. cash).
- 2.5 Leap Cards shall not have travel credit value or ticket products added to them on board the Bus.
- 2.6 Customers with any complaints or having difficulties with their Leap Cards shall be advised to contact the Leap Card call centre, the telephone number of which is on the back of all Leap Cards.
- 2.7 Drivers shall, if appropriate (i.e. not when driving or if there are long queues) provide customers on request with a Leap Card status report from the ETM (including a printed paper note which displays the remaining value, products and most recent five journeys). Such notes are not valid for travel.

3. Fare Collection Arrangements

- 3.1 The Operator shall ensure that the on board Ticketing Equipment is fully functional at the commencement of use of the Bus on any Operational Day.
- 3.2 Drivers shall accept payment of cash fares in Euro currency only, taking reasonable steps to ensure they do not accept counterfeit cash.

4. Free Travel Passes

- 4.1 Passengers presenting valid Free Travel Passes issued by the Department of Social Protection shall not be charged for their journey.
- 4.2 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.
- 4.3 Where an invalid Free Travel Pass is presented for travel, the driver shall not accept the Free Travel Pass and shall charge the appropriate cash fare for the journey.
- 4.4 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.

5. Passenger cannot pay

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.

6. Tickets issued in Error

6.1 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.

6.2 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.

6.3 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.

7. Re-issued Tickets

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.

8. Refunds

8.1 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.

8.2 Refunds shall not be issued by the driver.

8.3 The Operator shall maintain records of the amount and reason for each refund, and shall make such records available to the Authority on request.

9. Information and Data from the Ticketing Equipment

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.

10. Calculation of Fares Revenue to be lodged in the Specified Account

10.1 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.
- 10.2 In the event that the Operator is found to have failed to make the appropriate adjustments in any Relevant Period, the Authority shall be entitled to claim payment for all unsupported ticket annulments in the Relevant Period in question.
- 10.3 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.
- 10.4 The Operator shall, in the Relevant Period Report, 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.
- 10.5 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.
- 11. Misallocation of Fares Revenue**
- 11.1 The Authority may conduct an audit or inspection or investigation of the Operator's revenue collection arrangements at any time during the contract.
- 11.2 The Operator shall co-operate fully with any investigation carried out by the Authority, and shall make all necessary records, documents and information available.
- 11.3 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.
- 11.4 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 the Basic Amount for each Relevant Period in an amount equal to any shortfall not otherwise discharged by the Operator. All such sums withheld shall be paid by the

Authority to the Operator following the receipt by the Authority of all sums due under paragraph 11.1, 11.2 and 11.3 above.

Schedule 8

Bus Vehicle Requirements

1.1 Each Bus shall:

- (a) have a valid Commercial Roadworthiness Test Certificate and large Public Service Vehicle Licence.
- (b) conform to all relevant EU and Irish regulations.
- (c) have a minimum seating capacity for thirty five (35) persons (excluding the driver and wheelchair bay space)
- (d) have a minimum standing capacity for twenty (20) persons
- (e) conform to minimum Euro 6 engine emission standard and be not more than nine (9) years of age at any time in the Contract
- (f) have an urban low-floor chassis
- (g) be of appropriate engine size to cater for the proposed distances, route, road/street types and gradients.
- (h) be fitted with:
 - (i) suitable interior luggage storage
 - (ii) external electronic front route and destination display, rear route display and external nearside route display
 - (iii) internal "Bus Stopping" sign and passenger bell pushes
 - (iv) passenger hand-rails to aid standees and allow passengers to be within reach of at least one hand-pole when moving about the bus
 - (v) a passenger announcement system
- (i) Be fitted with seating that has:
 - (i) 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.
 - (ii) backs and pads moulded into body panels must provide equivalent levels of comfort to that provided by the standard seating.
 - (iii) minimum height to top of seat cushion 500mm, with same overall height.
 - (iv) forward facing layout except where the chassis design function over wheel boxes necessitates inward or rearward facing.
 - (v) No bench type seating.

- (vi) shall be subject to the approval of the Authority before use on the proposed service.
 - (j) have an entrance door to be of sufficient width (minimum 800mm width) to allow comfortable access and egress of wheel chair passengers.
 - (k) have an appropriate kneeling system to adjust step heights from and to the proposed bus.
 - (l) be in accordance with the following ramp requirements:
 - (i) retractable single ramp platform type;
 - (ii) maximum gradient achieved from bus to standard kerbing heights (125mm) shall be 12%
 - (iii) where power operated a ramp deployment audible warning device at door to be beeping sound not to exceed 75dB(A) when measured at 1.25m height from the exterior ground on the centre line of the exit door at a distance of 1.5m
 - (iv) must function on all kerbs and surfaces likely to be encountered along the proposed route.
 - (m) have the following wheelchair bay space requirements:
 - (i) at a minimum, one wheelchair bay space of appropriate dimensions;
 - (ii) may provide an alternative buggy space when not in use for a wheelchair;
 - (iii) suitable tip up seats are allowable in wheelchair bay area;
 - (iv) wheelchair bay area shall display a white wheelchair logo within the floor covering with blue background, (or alternatives agreed with the Authority).
 - (n) have suitable heating and ventilation systems installed with a minimum of 4 no. opening windows.
 - (o) have non-slip floors.
 - (p) be fitted with driver P.A. system.
- 1.2 The Authority retains the right to fit automatic vehicle location equipment and/or electronic next stop displays and/or next stop announcements equipment on board any vehicle operating the Services at a future point in time.
- 1.3 The Authority retains the right to require the Operator to provide vehicle livery to the Authority's design.
- 1.4 The Authority retains the right to change the livery of any vehicle operating the Services at any point during the Contract.

Schedule 9

Advertising Rights

- 1.1 All costs relating to the fitting and maintenance of advertisements shall be borne by the Operator.
- 1.2 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.
- 1.3 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.
- 1.4 If in the opinion of the Authority any advertisement is not acceptable, by reason of any reason set out in Schedule 9, paragraph 3, such advertisement shall on the written request of the Authority be removed immediately at the cost of the Operator.
- 1.5 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.
- 1.6 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.
- 1.7 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.

Schedule 10

Data Protection

- 1.1 The following data processing instructions should be adhered to at all times in respect of any personal data that the Supplier processes on behalf of the Authority:
- (a) The Supplier shall ensure that data is hosted either within EEA, or in a country deemed by the European Commission to provide an adequate level of protection for personal data, or in the United States by an organisation that is certified under the EU-US Privacy Shield Framework.
 - (b) The Supplier shall not copy production data to a test or development server without the approval of the Authority's Data Protection Officer and the Authority's security officer.
 - (c) The Supplier shall not export data from the Authority's site or any of its data centres without the permission of the Authority's Data Protection Officer and Authority's Security Officer.
 - (d) The Suppliers shall implement Authority's data retention policies, or alternatively agree an appropriate policy with the Authority for the data being processed.
 - (e) The Supplier shall adopt appropriate and agreed data protection procedures if copying data to a test server for maintenance / fault-finding purposes. Such procedures should be signed off by the Authority's Data Protection Officer and Authority's security officer each time data is copied.
 - (f) The Supplier shall implement appropriate and agreed quality assurance processes to ensure accuracy of personal data processed on behalf of the Authority.
 - (g) Where the Authority advises that consent is the basis for processing personal data, the Supplier shall implement consent capture / recording processes.
 - (h) The Supplier shall have a physical document management process in place and this process must be approved by the Authority.
 - o The document management process shall ensure the synchronisation of physical and automatic data.
 - o The document management process shall specify storage procedures for physical documents and scanned physical documents.
 - o On request from the Authority, the Supplier shall provide 'proof of record' when shredding physical personal data.
 - (i) The supplier shall ensure Data Protection scripts and recording processes used are compliant with Data Protection Law.
 - (j) The Supplier shall respond to subject access requests as requested by the Authority in line with the Data Protection Law timelines for response.

- (k) On request of the Authority, the supplier shall partake in simulated data access requests exercises in order to test the subject access request process.
- (l) The Supplier shall have user training processes in place to provide clear instructions on personal data processing. The Supplier shall carry out regular training on an on-going basis (at least annually).
- (m) The Supplier shall ensure that appropriate security measures are in place to protect data at all times, and that the level of security is appropriate according to the sensitivity of the data.
- (n) The Supplier shall regularly (minimum annually) demonstrate adherence to data protection instructions / policies / legislation. Evidence of adherence shall be provided to the Authority. This includes completion and return of the Authority's Data Processor Questionnaire.
- (o) The Supplier shall ensure that appropriate internal confidentiality controls are in place to protect data.
- (p) The Supplier shall maintain a written record of all personal data categories which it processes.
- (q) The Supplier shall notify the data controller (the Authority) of a personal data breach as soon as they are aware of the incident.
- (r) The Supplier shall inform the data controller (the Authority) should any of its requests breach Data Protection Law obligations or EU law.
- (s) The Supplier shall seek written consent from the data controller (the Authority) prior to sub-contracting any work.
- (t) In the event of sub-contracting any work, the Supplier shall ensure that their sub-contract adheres to each and every one of the instructions in this schedule.
- (u) The Supplier shall maintain records of all processing activities and provide all necessary data to the data controller to demonstrate Data Protection Law compliance.
- (v) The Supplier shall implement appropriate privacy notices for any websites deployed on behalf of the Authority that are both consistent with Articles 12 to 14 of the Data Protection Law, and agreed with the Authority.

Schedule 11

Customer Care

1.1 Accessibility for customers with disabilities or special needs, or with reduced mobility

1.1.1 The Operator shall set out in an accessible format, including on the Operator Website, its policy regarding accessibility for customers with reduced mobility or who have a particular difficulty when using the Network, including elderly customers, customers with disabilities or special needs, pregnant women, young children and people accompanying them and customers with heavy or cumbersome baggage.

1.1.2 The Operator shall ensure that all staff receive disability awareness training that identifies the needs of customers with disabilities or special needs. The Operator shall provide assistance and information to customers with disabilities or special needs when requested by such customers. The Operator shall publicise the fact that such assistance is available to customers who require it.

1.2 Operator Customer Service Provision The Operator shall provide a Customer Service Centre to handle on-line, email, telephone and letter communications from customers and other stakeholders. The Customer Service Centre telephone line shall be open for customer contact during at least the following hours:

- 0700 to 1900 Monday to Saturday (excluding Public Holidays);
- 0900 to 1800 Sunday and Public Holidays (except Christmas Day); and at
- Specific times when required by the Authority or agreed by the Parties to support special events, or in case of serious service disruptions to facilitate customer needs.

1.2.2 The opening times for the Customer Service Centre telephone line shall be made available on the Operator website and in email responses.

1.2.3 The Operator shall provide sufficient customer service staff to respond to customer queries, comments or complaints during these hours. Customer service staff shall deal with customer communications by telephone, email, on-line comments and complaints form and correspondence by letter.

1.2.4 The Customer Service Centre shall deal with customer communications including but not limited to the following:

- (a) Provision of information on all aspects of the Services including Service frequencies, travel time between main stops, time of first and last Services on a Route, location of stops, connections to other local public transport services etc.;
- (b) Provision of information on fare zones, tickets, Leap Cards, through ticketing arrangements in relation to journeys requiring the use of Services included in this Agreement and one or more public transport services not included in this Agreement, means of purchase and payment for all ticket types which can be used on the Services, and location of ticket agents;

- (c) In the event of service disruptions, advising customers of any delay to service, the reason for the delay, the likely duration of the incident, and alternative travel options if applicable;
 - (d) Arranging assistance for customers with disabilities or special needs;
 - (e) Dealing with ticket refunds;
 - (f) Handling public complaints;
 - (g) Responding to public comments;
 - (h) Dealing with lost property enquiries
- 1.2.5 Customer queries, comments or complaints that specifically relate to the following shall be referred by Customer service staff to the National Transport Authority at info@nationaltransport.ie:
 - (a) Requests to alter the Service route
 - (b) Requests to alter stop locations and / or requests for additional stop locations
 - (c) Regulation of fares, including fare determinations
- 1.2.6 Customer service staff shall refer customer queries, comments or complaints that specifically relate to another operator's services to the relevant contact points included in Annex A of this Schedule 11.
- 1.2.7 The Customer Service Centre shall ensure that details of Smart Cards reported by Cardholders as lost or stolen are promptly reported (or the Cardholder is promptly referred) to the ITS Operate Contractor.
- 1.2.8 The Operator shall ensure that Customer Service Centre staff shall receive full training relevant to their role. This training shall include but not be limited to:
 - (a) Relevant Bye-laws
 - (b) Disability awareness
 - (c) Service information: Frequencies, travel time between main stops, time of first and last bus services, location of stops, connections to other local public transport services, , etc.
 - (d) Fare zones/fare stages, tickets, Leap Cards, means of purchase and payment for all ticket types, and location of ticket agents;
 - (e) Procedure for dealing with ticket refunds
 - (f) Procedure for dealing with public complaints
 - (g) Procedure for dealing with lost property queries
 - (h) Procedure for dealing with queries on service disruptions
- 1.3 Customer Queries
- 1.3.1 The Operator shall ensure that all queries for travel information related to the Services received from customers and members of the public regarding the Services are responded to in a timely manner, without charge to the customer or member of the public.
- 1.4 Customer Comments and Complaints
- 1.4.1 The Operator shall state in all relevant material (including but not limited to on-board signage, the Operator's website, the Operator's social media accounts etc.) that if a customer is unhappy with any aspect of the service, the customer should contact the Operator in the first instance and that in the event that an unsatisfactory response is received from the

Operator, the customer should contact the National Transport Authority at info@nationaltransport.ie.

- 1.4.2 The Operator shall ensure that all comments and complaints received from customers and members of the public regarding the Service are investigated and responded to, without charge to the customer or member of the public. All comments and complaints shall be recorded in a single database of customer comments and complaints. Such records shall include the date of the entry, nature of comment or complaint, date of occurrence and time of occurrence where relevant, bus route or stop where relevant, customer email or postal address, and the response to the comment or complaint.
- 1.4.3 The Operator shall ensure that automated acknowledgements are sent within 1 Business Day of receipt of comments or complaints received by email or via the on-line form on the Operator's website, and within 3 Business Days if received by letter. Following receipt of a comment or a complaint, a Comment Reference Number shall be assigned to the comment or complaint and a substantive response to complaints shall be sent within 5 Business Days. If this is not possible, a response delay notification shall be sent within 5 Business Days of receipt of the complaint and a response or further follow-up shall be sent within 15 Business Days of receipt of the complaint. Written responses shall be via email where possible, or by letter if not. All written responses shall include a comment reference number and date of receipt of the complaint by the Operator in the email header, or at the top of the letter. Complaints received in Irish shall be replied to in Irish.
- 1.4.4 The Operator shall respond to complaints and comments relating to the Services forwarded by the Authority or by the Authority in the manner and within the timeframes set out in paragraph 11.4.2 and 11.4.3 above. The timelines referred to in paragraph 11.4.3 shall commence upon receipt by the Operator of the complaint or comment from the Authority.
- 1.4.5 If the subject of a comment or complaint is outside the Operator's responsibility, the response shall include the name and address of the relevant body and, if appropriate, confirmation that the comment or complaint has been passed on to the relevant body for their attention. All such responses shall be sent within 5 Business Days of receipt by the Operator of the comment or complaint.
- 1.4.6 Customers and members of the public shall be advised, by means of a message to that effect on all Buses, and on the Operator Website, that they may submit comments or complaints on the Services to the Operator's customer email address or Customer Service Centre telephone number, or via an on-line customer comment/complaint form available on the Operator's Website.
- 1.4.7 The Operator shall ensure that procedures for dealing with customer comments and complaints are communicated to all customer-facing staff, so that comments are dealt with in a consistent manner by all customer-facing staff.
- 1.4.8 The Operator shall provide such reasonable support and assistance to the Authority as may be requested by the Authority for dealing with comments and complaints from third parties relating to the Network.
- 1.4.9 The Operator shall provide the Authority with all correspondence, comments and queries received from public representatives, the Department of Transport, Tourism and Sport or any

other Government Department or Relevant Authority in relation to the Services, within 3 Business Days of receipt, or sooner in the case of correspondence that requires an urgent reply or the urgent attention of the Authority. The Operator shall provide the Authority with a draft copy of any proposed response to such correspondence, for the approval of the Authority, prior to issue. The Authority may decide to issue a response in addition to, or instead of, the Operator response. In this case the Operator will assist the Authority in providing material for reply in a timely manner, on Authority request.

1.5 Customer comments and complaints database and reporting requirements

1.5.1 The Operator shall maintain a database of all customer comments and complaints received in any form including via phone, website, emails, tweets, direct messages etc, in relation to the Services, and shall record and store all inbound and outbound customer communications (including operator responses) related to comments or complaints in the database.

1.5.2 The Operator shall submit to the Authority each period a report summarising the volume, nature and status of queries, comments and complaints in relation to the Services in formats agreed with the Authority or required by the Authority.

1.5.3 The Operator shall provide on the request of the Authority any records relating to customer complaints or comments in relation to the Services.

1.6 Lost Property

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

1.6.2 The lost property procedures shall also ensure that any enquiries from customers regarding lost property on the Network are logged and that reasonable efforts are made to match such enquiries with items of lost property that are found by, or handed in to, the Operator's staff on the Network.

1.6.3 The Operator shall ensure that customers, wishing to make an enquiry about lost property, are advised, by means of a message to that effect on the Operator website, to contact the Customer Service Centre.

1.6.4 The Operator shall inform customers that any lost property that is returned to them shall be done so at a maximum charge to the customer of €2.00.

1.7 Social Media

1.7.1 The Operator shall respond to customer complaints made via any Twitter account it may maintain, providing a link in the tweeted response to the on-line form for customer comments and complaints on the Operator Website.

- 1.7.2 The Operator shall ensure a response is sent to customer enquiries, comments or complaints made via Twitter within 30 minutes during Customer Service Centre opening times, and shall endeavour to provide a faster response time if a query is of an urgent nature.
- 1.7.3 The Operator shall ensure that any customer information on the Services that it provides on social media, or includes on its website is simultaneously provided to Transport for Ireland for inclusion on the Transport for Ireland website (or Transport for Ireland Twitter account) as required by the Authority.
- 1.7.4 The Operator shall use any Facebook account it may maintain in relation to the Services for marketing purposes only, and should include a notice on its Facebook or Twitter page that comments and complaints in relation to the Services should be made via the on-line customer comments and complaints form on the Operator's website, via email or via phone.
- 1.8 **Bus Drivers**
- 1.8.1 The Operator shall ensure that, in addition to driving the bus, bus drivers shall provide information and assistance to customers, including but not limited to the following:
- (a) Provision of information on all aspects of the Route, including fares and general bus frequencies, times of first and last bus services, and where on the route customer may connect to onward public transport services;
 - (b) Advising customers of the correct ticket for their journey;
 - (c) Assisting disabled customers and customers with special needs;
 - (d) Assisting during disruptions to services, incidents or emergency situations, and directing passengers to alternative transport where available;
- 1.8.2 The Operator shall ensure that bus drivers receive full training in the legislation relevant to their role.
- 1.8.3 Training for bus drivers shall include but not be limited to:
- (a) Health and Safety, including first aid;
 - (b) relevant Bye-laws;
 - (c) Service information: bus frequencies, travel time between main stops, time of first and last bus services, connections to onward public transport services, etc.;
 - (d) Fare stages or zones, tickets, Leap Cards;
 - (e) conflict handling;
 - (f) procedure for dealing with public complaints;
 - (g) procedure for dealing with lost property; and
 - (h) procedure for reporting incidents and accidents.
 - (i) disability awareness, and use of wheelchair ramps and lifts.

Annex A: Contact points for other transport operators' customer services

Transport operator	Telephone	Email	Web
Dublin Bus	01 8734222	customercomment@dublinbus.ie	www.dublinbus.ie
Bus Éireann	1850 836 611	customercare@buselreann.ie	www.buseireann.ie
Irish Rail	01 8366222	customercare@irishrail.ie	www.irishrail.ie
Luas	01 4614911	info@luas.ie	www.luas.ie

Schedule 12

Customer Information, Communication and Public Relations

1.1 General

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

1.2 Operator Website

- 1.2.1 The Operator shall develop a website ("Website") for the Services to the Authority's requirements and for the approval of the Authority.
- 1.2.2 The Website shall contain at least the following content, in accordance with any design guidelines or requirements issued by the Authority, and as agreed with the Authority

(a) Services

- i. Link to the Transport for Ireland website
- ii. Link to the Journey planner as developed by the Authority
- iii. Link to timetable information as developed by the Authority
- iv. Link to live departure information on bus departure times as developed by the Authority (if and when AVL equipment is provided and installed by the Authority)
- v. Service status feature
- vi. forthcoming timetable changes or changes to bus stop locations (at least 10 working days in advance of change implementation)
- vii. recent timetable changes or changes to bus stop locations (for at least 20 working days after change implementation)
- viii. Links to an Authority map or maps of the Dublin city bus network, showing key locations served and interchange points for other public transport services
- ix. Links to an Authority map or maps of bus services that operate from local areas as defined by the Authority
- x. Links to Authority provided downloadable versions of certain maps

(b) Fares and tickets

- i. Fares and ticket types for Services (including Leap and multi-Operator fares and tickets)
- ii. Link to Authority provided Fare calculator
- iii. Information on how and where to purchase tickets, including on-line purchase and top-up of Leap Cards, with link to Leap Card website.
- iv. Link to Tax saver ticket website (www.taxsaver.ie)

- (c) Information regarding accessibility for customers with reduced mobility or who have a particular difficulty when using the Network, including elderly customers, customers with disabilities or special needs, pregnant women, small children and people accompanying them and customers with heavy or cumbersome baggage.

- (d) The Operator email address, Customer Service Centre phone number, postal address and Twitter address.

- (e) Online customer comments/complaints form

- (f) A full set of bye-laws pertaining to the Services

- (g) Current public consultations on service changes
- (h) Any other content that the Authority may require from time to time.

1.2.3 Where any content in paragraph 12.2.2 is available on the Transport for Ireland website, the Authority may require the Operator to fulfil the requirements by providing a link to the Transport for Ireland website.

1.2.4 The Operator shall use its reasonable endeavours to ensure that the Website is available 24 hours a day, 7 days a week throughout the Contract Period.

1.2.5 The Authority may require the Operator to make alterations or additions to the Website type of content, features, functionality or design, or it may require the Operator to cease to provide a website for the Services, or provide a web URL or domain redirection to the Transport for Ireland website.

1.2.6 The Authority may issue guidelines in relation to the type of content, features, functionality and design of the Website, which may supersede some or all of the requirements set out in 12.2.1 to 12.2.5 above. The Operator shall ensure that the design of the Website is in accordance with the guidelines.

1.3 Operator Apps

1.3.1 The Operator shall not provide, develop or amend any Apps, or assist in the development of any third party Apps in relation to the Services, without the prior approval of the Authority.

1.4 Bus stops

1.4.1 The Authority is responsible for the provision of customer information at bus stops.

1.4.2 No customer information or other notice, signs or fixtures, shall be posted by or on behalf of the Operator at Stops, including on bus stop poles, flags, information panels or shelters, without the prior approval of the Authority.

1.5 Buses

1.5.1 The Operator shall ensure that the correct Route and destination information is displayed on all destination boards on the exterior of the bus. The Operator shall display customer information relating to the Services on display panels on board buses, including fares information, and route information, in accordance with the signage requirements of the Authority.

1.5.2 In the event that the Authority installs AVL equipment on vehicles providing the services, the Operator shall ensure that the correct next stop information is displayed on all passenger information display units present in the interior of the bus, and shall ensure audio public address (PA) announcements shall be made on board each Bus, which shall include the name of the next Stop, in English and Irish, in advance of arrival at the Stop, in accordance with the requirements of the Authority.

1.5.3 During an incident, event or roadworks causing significant delay or disruption to Services or during the post incident service restoration process the Operator shall ensure that PA announcements are made on Buses affected, advising customers of any delay or disruption to

service, the reason for the delay or disruption, the likely duration of the incident, and alternative travel options if applicable.

- 1.5.4 In all cases where a Service is required to divert off route due to an incident, event or roadworks, the Operator shall ensure that PA announcements are made on Buses affected in advance of the diversion, and in particular at the stop prior to the commencement of the diversion, advising customers of the upcoming diversion, the reason for the diversion, and alternative travel options if applicable.

- 1.5.5 PA announcements of Services Interruptions, disruptions or diversions should apologise for any delay or disruption caused to customers. The Operator shall ensure that such PA announcements are repeated at regular intervals, and that any change in incident status is announced without delay.

1.6 Authority Marketing and Promotions

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

- 1.6.2 The Authority shall specify the promotional material that it wishes to be displayed by the Operator on each of the Buses, the locations and display areas on the Buses where it wishes to display such material as set out in Annex C to this Schedule 14, or from time to time by the Authority, and the dates during which it wishes to display such material, subject to the provision by the Authority of reasonable advance notice to the Operator.

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

(a) attendance at customer engagement meetings at Authority offices at such intervals as agreed between the parties; and

(b) provision of space on Buses for promotional material

- 1.6.4 The Operator shall arrange for the posting of promotional material to the requirements of the Authority on the Buses, at the Operator's own cost.

- 1.6.5 The Operator shall seek prior approval of the Authority for any promotion or marketing of the Services that it intends to undertake on its own behalf.

1.7 Authority Communications

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

- 1.7.2 The Operator shall facilitate any Authority communications on its media channels.

1.8 Operator Communications

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

- 1.8.2 Where the Operator proposes to publish marketing, communications or advertising material in relation to fares, it shall do so subject to the approval of the Authority.
- 1.8.3 The Authority shall facilitate Operator communications in relation to the Services on its media channels.

Annex A: Operator data provision requirements in relation to National Journey Planner**1. Operator Point of Contact**

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

Annex B: Real Time Passenger Information (RTPI) – Operator obligations

NOTE: THE AUTHORITY RESERVES ITS RIGHT TO FIT AVL EQUIPMENT ON BOARD ANY VEHICLE OPERATING THE SERVICES AT ANY POINT DURING THE CONTRACT. THIS ANNEX B IS SUSPENDED UNTIL SUCH TIME AS AVL EQUIPMENT IS PROVIDED AND INSTALLED ON VEHICLES OPERATING THE SERVICES.

1. Operator Responsibilities**1.1 The Operator shall:**

- a) by using the AVL tools and features, ensure that
 - i. the RTPI data includes information on cancellations, curtailments, diversions and additional services; and
 - ii. the data on unplanned Service Interruptions is included in relevant real time feeds within 15 minutes of notification of disruption to the Control Room
- b) fully support the Authority in its objective of supplying estimated arrival time data for each Service stopping at each Stop at least 99% of the time;
- c) fully support the Authority in its objective of ensuring the RTPI data has an accurate clear down of information when a bus arrives at or departs from a stop;
- d) identify how it will make clear in the RTPI data feed which buses are running on-route but are not 'in-service'; i.e. those for which data should not be presented to passengers;
- e) routinely monitor the accuracy of the time estimation system as provided by the AVL system and make necessary improvements;
- f) ensure that all drivers and garage staff accurately configure and sign-in to the AVL System and other relevant vehicle or depot systems each time that a Bus operates a Service
- g) nominate a contact point to be available to respond to RTPI related queries and requests and public feedback; and
- h) respond to critical RTPI related requests within 24 hours and to non-critical requests or feedback within 5 (five) Business Days.

2. Data Communications

2.1 The Operator is responsible for the timely up loads of and downloads of data to and from Buses as required to ensure the correct functioning of the AVL system.

- a) Buses shall be placed in appropriate locations for a suitable duration (typically 4 hours minimum) such that the up/down load download shall occur at intervals not exceeding 24 hours. A maximum of 48 hours may be permitted to accommodate operational aspects but 24 hours shall be the normal practice.
- b) The Operator will take all appropriate operational actions to ensure the timely up/downloading of AVL data from/to the bus. This can include re-locating buses in the depot and holding buses at appropriate locations in the depot.

3. RTPI System Maintenance

- 3.1 The Operator shall be available for a weekly one hour conference call with the Authority, and other stakeholders or operators as determined by the Authority, on RTPI matters, at a time to be determined by the Authority, which shall include discussion of relevant data requirements, data updates, and planned service changes.

4. RTPI and disruptions

- 4.1 The Operator is responsible for the preparation of RTPI disruption messages where a service interruption occurs or is expected to occur to a Service or Services operated by the Operator as part of this Agreement, and where the Services Interruption does not affect other bus services operated in the Dublin area.
- 4.2 In the event of planned Services Interruptions or planned RTPI system maintenance or updates, which are likely to affect the accurate provision of RTPI data, the Operator shall prepare an RTPI disruption message plan and submit the plan to the nominated personnel in the Authority and its agents (as listed in paragraph 6 of this Annex) at least 5 (five) Business Days prior to the date of the planned disruption.

5. Monitoring

- 5.1 The Authority will collate feedback on the RTPI system based on the public feedback form on the www.transportforireland.ie website and independent surveys, and will send this information to the operator on a regular basis. Where the Authority believes that any deficiencies reported are or may be within the remit of the Operator to resolve (e.g. defective on bus AVL equipment and related elements such as odometers, open / close door contacts and inaccurate or missing data supply to buses) the operator should respond to the Authority within 7 Business Days, categorising any issues identified, proposed remedies and solution implementation timeline.
- 5.2 The Operator will at all times endeavour to minimise the effect of equipment failures on the timeliness and accuracy of RTPI data for the equipment in its remit by implementing a suitable repair regime that can rapidly identify and correct common failures. This can include (but is not limited to) defective on bus AVL equipment and related elements such as odometers, open / close door contacts and inaccurate or missing data supply to buses. The Operator will provide reports on such failures and the remedial action taken as part of its Quarterly Service Quality Performance Report to the Authority.
- 5.3 The Authority (acting reasonably) may require additional data on any of the above at any time with a view to improving the RTPI service.

6. RTPI Contact list as at November 2016

National Transport Authority

RTPI

rtpi@nationaltransport.ie

01 8798300

Annex C: Assets on Buses reserved for use by Authority in promotion of public transport

The Operator to be notified by the Authority as required.

