

DIRECT AWARD PUBLIC SERVICE CONTRACT

Imposing public service obligations to secure the provision of certain public bus services in Ireland

Schedules

Version 3.0

Execution Version

Version	Issue Date
V.3.0	29/11/2019

Table of Contents

Schedule 1: Network Description	10
1.1 General Description of the Network.....	12
1.2 BusConnects	13
1.3 Traffic Signals and Junctions.....	13
Schedule 2: Service Specification	15
2.1 Routes and Stops	16
2.2 Hours of Service, Headways and Departure Times	16
2.3 Running Times and Layover Times.....	16
2.4 Timetable	17
2.5 Timing Points	18
2.6 Changes to Services.....	18
Schedule 3: Network Bus Specification	29
3.1 Network Bus specifications.....	30
3.2 Variations to Network Bus Specifications	31
3.3 Operation of Network Buses.....	31
Schedule 4: Operating Plan.....	36
4.1 Operating Plan.....	37
4.2 Organisational Plan	38
4.3 Operational Supervision and Control Plan	39
4.4 Customer Service Policy.....	39
4.5 Maintenance Strategy Plan	40
4.6 Revenue Protection Plan	40
4.7 Environmental Management Plan (EMP)	41
4.8 Severe Weather Management Plan	41
4.9 Security Management Plan	42
4.10 Quality Management Plan	42
4.11 Emergency Management Plan	43
4.12 Cost Efficiency Plan.....	43
4.13 Training Plan.....	43
Schedule 5: Operations Management	44
5.1 General Requirements.....	45
5.2 Utility Supplies	45
5.3 Co-operation with special inquiries or investigations.....	45
5.4 Traffic and Roads	45
5.5 Action during Services Interruptions.....	46
5.6 Public Events	46
5.7 Third Party Liaison.....	47

Schedule 6: Safety Management	48
6.1 General Safety Requirements	49
6.2 Safety Planning.....	49
6.3 Safety Management.....	49
6.4 Legal Requirements.....	49
6.5 Construction Regulations.....	50
6.6 Response to Emergencies.....	50
6.7 Reporting of Incidents.....	50
Schedule 7: Environmental Management	51
7.1 Environmental Management System.....	52
7.2 Responsibility for environmental management.....	52
7.3 Environmental complaints.....	52
7.4 Environmental incidents.....	52
7.5 Noise and Vibration	53
7.6 Water Pollution	53
7.7 Waste disposal	53
7.8 Sustainability and energy.....	54
7.9 Operator's Environmental Liabilities	54
Schedule 8: Ticketing and Fares Collection	55
8.1 Ticketing Arrangements.....	56
8.2 Fare Collection Arrangements.....	57
8.3 Cash Fare Payments	57
8.4 Leap Card Transactions	57
8.5 Arrangements when ticketing equipment is inoperable	58
8.6 Ticket annulment	59
8.7 Ticket Issued in Error (TIE).....	59
8.8 Passenger cannot pay	59
8.9 Presentation of an Invalid Pass to Driver	59
8.10 Ticket Underpayment found by the Operator's Revenue Protection Officers	60
8.11 Re-issued Tickets	60
8.12 Refunds.....	60
8.13 Concessionary Scheme.....	61
8.14 Other passes or ticket types	61
8.15 Ticket transaction data and reporting	61
8.16 Handling of discrepancies.....	62
8.17 Period Reports.....	63
8.18 Revenue Handling and Handover to Authority	63
8.19 Calculation of Fares Revenue to be Handed Over to the Authority	63

8.20	Adjustments for Ticket Annulments	64
8.21	Adjustments to Ticketing Equipment Data.....	64
8.22	Misallocation of Fares Revenue	65
8.23	Rights of access to, and audit of, ticket transaction and revenue data.....	66
Schedule 9: Integrated Ticketing Requirements		73
9.1	General	74
9.2	Transaction Data	74
9.3	Actionlists and Hotlists	74
9.4	Device Configuration Data.....	74
9.5	Device Reliability	74
9.6	Advance Notice of Changes	74
9.7	Monitoring	75
Schedule 10: Revenue Protection		76
10.1	Revenue Protection	77
10.2	Standard Fares	77
10.3	Standard Fare Commission	78
10.4	Permitted Fare Evasion Threshold and Fare Evasion Deduction and Incentive Payments..	78
10.5	Fare Evasion Survey procedure	78
10.6	Sample Size.....	79
10.7	Fieldwork	79
10.8	Fare Evasion Loss	79
10.9	Fare Evasion Rate	79
10.10	Fare Evasion Survey Report.....	80
Schedule 11: Operation and Maintenance of Network Assets		82
11.1	Authority Network Assets.....	83
11.2	Non-Authority Network Assets.....	83
11.3	Particular Requirements in relation to the Operator Sites	84
11.4	Defects and damage to Network Assets	84
11.5	Authority Network Bus Delivery	85
11.6	Inspection of Authority Network Assets	85
11.7	Authority Network Assets Maintenance Activities	86
11.8	Routine Maintenance Activities	86
11.9	Corrective Maintenance Activities	87
11.10	Warranty Repair	87
11.11	Substitutions, Replacements and Renewals of any parts of Authority Network Assets ...	88
11.12	Timing of Maintenance Activities.....	88
11.13	Modification of Authority Network Assets.....	88
11.14	Maintenance Management System.....	88

11.15	Maintenance Strategy Plan	89
11.16	Annual Maintenance Plan	89
11.17	Authority Network Buses	90
11.18	Equipment Installed on Authority Network Buses	90
11.19	Ticketing Equipment Data	91
11.20	Operator Responsibilities in relation to maintenance of AVL System.....	91
11.21	Particular Requirements in relation to CCTV Equipment.....	92
11.22	Particular Requirements in relation to On-Board Passenger Wi-Fi Services.....	92
11.23	Passenger Wi-Fi System Back Office, Licences, Permissions	92
11.24	Passenger Wi-Fi Services security	92
11.25	Passenger Wi-Fi Services reports and Performance Payments.....	93
11.26	Passenger Wi-Fi Services and Data Protection	93
11.27	Passenger Wi-Fi Services Records	94
11.28	Network Asset Reporting	94
11.29	Authority Network Asset Return	94
11.30	Return Condition	94
11.31	Exit Condition Inspection.....	95
11.32	Return.....	95
11.33	Accessibility Requirements	96
Schedule 12: Management of Security.....		110
12.1	Operator security obligations	111
12.2	Vandalism	111
12.3	Security Training.....	111
12.4	Measurement of Anti-social Behaviour and Vandalism.....	111
Schedule 13: Customer Care.....		113
13.1	Customers' Charter.....	114
13.2	Customer Service Policy.....	115
13.3	Accessibility for customers with disabilities or special needs, or with reduced mobility	115
13.4	Operator Customer Service Centre	116
13.5	Customer Queries.....	118
13.6	Customer Comments and Complaints.....	118
13.7	Customer comments and complaints database and reporting requirements.....	119
13.8	Lost Property	120
13.9	Social Media	121
13.10	Bus Drivers and Revenue Protection Officers	122
Schedule 14: Customer Information.....		125
14.1	General	126
14.2	Websites	126

14.3	Operator Apps	126
14.4	Bus stops	126
14.5	Network Buses.....	126
14.6	Support for Authority Journey Planner and Real Time Passenger Information services	127
Schedule 15:	Communication and Public Relations	133
15.1	Annual Public Affairs Plan	134
15.2	Regular Update and Review of the Annual Communications and Public Relations Plan ...	134
15.3	Authority Communications.....	134
Schedule 16:	Quality Management	137
16.1	Quality Management System and Quality Management Plans	138
Schedule 17:	Annual Business Plan	139
17.1	Purpose and Overview	140
17.2	Content	140
17.3	Submission Dates and Approval	140
17.4	Monitoring	141
Schedule 18:	Records and Reporting Requirements	142
18.1	Records to be Kept	143
18.2	Period Operations Report.....	144
18.3	Period Customer Services Report.....	145
18.4	Period Passenger, Revenue and Ticketing Report	145
18.5	Period Cost Report	145
18.6	Quarterly Operations Report	147
18.7	Quarterly Customer Service Performance Report.....	147
18.8	Period Performance Report.....	148
18.9	Quarterly Service Quality Performance Report	148
18.10	Quarterly Punctuality and Lost Kilometre Performance Reports	149
18.11	Quarterly Fare Evasion Survey Reports	149
18.12	Report corrections	149
18.13	Report preparation methodology.....	149
Schedule 19:	Performance Payments and Deductions	152
19.1	Performance Payments and Deductions and Incentive Payments	153
19.2	The Lost Kilometres Deduction	154
19.3	Non-Deductible and Deductible Lost Kilometres.....	154
19.4	Punctuality Payment Deductions and Incentive Payments	156
19.5	The EWT Standard (High Frequency Routes)	157
19.6	Punctuality Standard (Low Frequency Routes)	159
19.7	Guaranteed Connections.....	160
19.8	Services Interruptions and Data Exclusions	161

19.9	Competitive Tendering.....	164
19.10	Service Quality Performance Deduction	165
19.11	AVL-RTPI Performance	166
19.12	Planned Schedule Data Performance.....	167
19.13	Ticket System Performance	168
19.14	Bus Vehicle Performance.....	170
19.15	Bus Equipment Performance	171
19.16	Bus Driver Performance Deduction.....	173
19.17	Cleanliness Performance Deduction	174
19.18	Customer Service Performance	175
19.19	Customer Information Performance	177
19.20	Report Provision Performance	179
19.21	Cyber Security Performance	180
19.22	Fare Evasion Deduction and Incentive Payments	183
Schedule 20: Contract Prices and Indexation		190
20.1	Introduction	191
20.2	Services Charge	191
20.3	Calculation of Annual Operating Charge	192
20.4	Rates for Variations to Services	193
20.5	Supporting Information	194
20.6	Indexation	198
20.7	Applicable Factor	198
20.8	Consumer Price Factor.....	198
20.9	Employment Factor.....	199
20.10	Fuel Factor	200
Schedule 21: Payment Mechanism.....		207
21.1	Introduction	208
21.2	Calculation of invoices for a Period Payment	208
21.3	Calculation of Invoice for a Quarterly Payment	209
21.4	Diesel Rebate Scheme	210
21.5	Maximum Period Payment.....	210
21.6	Maximum Quarterly Payment	210
21.7	Base Period Payment.....	210
21.8	Punctuality Performance Payment	210
21.9	Punctuality Incentive Payment	211
21.10	Excess Wait Time Incentive Payment.....	211
21.11	Variation Payment.....	211
21.12	Lost Kilometres Deduction	211

21.13	Fare Evasion Deduction	211
21.14	Service Quality Performance Payment	211
21.15	Fare Evasion Incentive Payment	211
21.16	Ancillary Services Payment.....	211
21.17	Capital Expenditure Payment.....	212
21.18	Payment of invoices	212
21.19	Invoicing Requirements.....	212
Schedule 22:	Net Financial Effect Report and Efficiency Incentive	215
22.1	Overview	216
22.2	NFE Report content	216
22.3	Reasonable Profit	217
22.4	Efficiency Incentive	218
Schedule 23:	Variations	219
23.1	General	220
23.2	Authority Variations.....	220
23.3	Authority Variation Notice	220
23.4	Variation Response	221
23.5	Finalisation of Variation Response	222
23.6	Form of Payment	222
23.7	Operator Variations.....	223
23.8	Operator Variation Notice	223
23.9	Funding of Variation and Form of Payment.....	224
Schedule 24:	Implementation Dates for Certain Aspects of Agreement	235
24.1	Implementation of various Agreement aspects	236
24.2	Implementation dates	236
Schedule 25:	Data Acquisition	250
25.1	General	251
25.2	Data Availability	251
25.3	Scheduled Data Availability	251
25.4	Responsibilities.....	253
25.5	Service Level Agreements.....	254
25.6	Funding of Data Acquisition Projects.....	254
25.7	Compliance with GDPR	254
Schedule 26:	Transition Management.....	255
26.1	Overview	256
26.2	Contract Life Obligations	256
26.3	Obligations to Assist on Re-Tendering of Services	257
26.4	Transition Management Plan.....	259

26.5	Transition Assistance Period	260
26.6	Transition Services	260
26.7	Transition Assistance Period Obligations	261
26.8	Scope of the Transition Services	261
26.9	Knowledge Transfer	262
26.10	Transfer of Network Assets	263
26.11	Operator Personnel	263
Schedule 27:	Insurances	265
27.1	Insurance requirements	266
27.2	Other Insurance Requirements	267
27.3	Authority Review of Operator Insurances	267
Schedule 28:	Grant Agreement	268
28.1	Grant Agreement	269
Schedule 29:	Audit Terms of Reference	295
29.1	Outline of Audit Terms of Reference	296
Schedule 30:	Data to be Processed under this Agreement	298
Schedule 31:	Planning Data and AVL Data Provision	310
31.1	Data Supply Management	311
31.2	Planned Schedule Data	312
31.3	AVL Live Data	313
31.4	AVL Recorded Data for AVL Data Management System (DMS)	313
31.5	Unavailability of AVL Data Management System for kilometres coding	315
31.6	Changes to Reporting Requirements	315
31.7	Accuracy of the Data and Audit Requirements	315
31.8	Reporting of Service Disruptions	316
31.9	Reporting of Lost Kilometres	316
Schedule 32:	Cyber Security	323
32.1	IT Security Management Solution	324
32.2	Security Governance and Risk Management:	325
32.3	Data Management and Security	327
32.4	IT Security Management Services	328
32.5	Infrastructure Resilience	331
32.6	Supplier Security Reviews	332
32.7	Security Reporting	333
32.8	Effective Mobilisation Date	334
Schedule 33:	Commercial Advertising	336
33.1	Commercial Advertising	337
33.2	Operator advertising and promotional material	337

Schedule 1: Network Description

1.1 General Description of the Network

- 1.1.1 The Network consists of the Services operating on the Routes listed in Annex A to Schedule 2: Service Specification. In addition, Routes 120, 121 & 123 as specified in the Direct Award Public Service Contract 2014 -2019 between the National Transport Authority and Bus Éireann will remain in this Agreement until the 19th of January 2020. This date may be subject to change.
- 1.1.2 The Route Stops and operating times for the Services are set out in Annex A to Schedule 2.
- 1.1.3 Network Buses are buses used by the Operator in the provision of the Services. The specification for Network Buses is set out in Schedule 3: Network Bus Specification.
- 1.1.4 Services operate throughout Ireland. A variety of Service types operate:
 - (a) Urban bus services in the regional cities of Cork, Limerick and Galway cities as well as several regional towns;
 - (b) Commuter Services from the hinterland of Dublin and the regional cities;
 - (c) Stage carriage Services linking communities in primarily rural areas.
- 1.1.5 The Operator is responsible for seeking formal approval of the relevant local authority or landowner for the use of any new Stop to be used by any Service in advance of the use of that Stop. The Authority will provide all reasonable assistance required by the Operator in obtaining and maintaining approval of the relevant local authority.
- 1.1.6 Stops are generally marked by a pole and/or a shelter. Certain Stops have been designed to facilitate access to the Services by the mobility and visually impaired. Certain Stops are fitted with shelters. Travel information panels are mounted on certain poles and shelters. In addition, there are commercial advertising panels on most shelters.
- 1.1.7 The Authority or Bus Éireann or Dublin Bus as its agent is responsible for the maintenance of Stop infrastructure and Stop customer information at all Stops used by the Services.
- 1.1.8 The Routes are served by a variety of Bus types as specified in Schedule 3: Network Bus Specification.
- 1.1.9 Certain bus tickets are sold on board the Network Bus. The Leap Card and certain pre-paid tickets are available online and at various sales points throughout the Dublin region. There are Smart Card Validators (SCVs) on the Network Buses, as set out in Schedule 8: Ticketing and Fares Revenue, to validate Leap Card and PSC Passes.
- 1.1.10 It is the responsibility of the Operator to provide, operate and maintain all Network Assets, as set out in Schedule 3: Network Bus Specification and Schedule 11: Operation and Maintenance of Network Assets.
- 1.1.11 The Network has a series of central Control Rooms currently located in Dublin, Cork and Limerick. It is the responsibility of the Operator to maintain the central Control Room and all systems associated with it. The following are the main electronic control and communications systems that shall be used by the Operator in operating the Services:
 - (a) Ticketing equipment, consisting of

- (i) Driver TGX Console, Smart Card Validators and associated software; and
 - (ii) Any other equipment, including communications equipment and computer hardware and software required by the Operator, to ensure efficient and secure operation of the Ticketing Equipment and to ensure that ticketing data is provided in a timely manner and in the format required by the Authority;
 - (b) AVL System, consisting of
 - (i) AVL equipment and associated software;
 - (ii) Any other communications equipment and computer hardware and software required by the Operator, to ensure AVL data is provided in a timely manner and in the format required for use by
 - (1) the central Control Rooms
 - (2) passenger information display systems
 - (3) the AVL Data Management System and the Performance Monitoring System; and
 - (4) traffic signal bus priority systems;
 - (c) GPRS network (data and voice traffic); and
 - (d) Closed circuit television ("CCTV") monitoring and recording system.
- 1.1.12 It is the responsibility of the Operator to provide, operate and maintain all bus depot and stabling facilities and all facilities required for Staff engaged in the provision of Services.
- 1.2 BusConnects**
- 1.2.1 BusConnects comprises a series of projects aimed at improving the current bus system in the Dublin region, including the proposed redesign of the bus network, the provision of next generation bus corridors to improve journey times and the introduction of new ticketing systems and fare structures.
- 1.2.2 Similar projects are planned for other cities, towns and regions throughout Ireland.
- 1.2.3 It is anticipated that the implementation of these projects in Dublin and in regional cities will commence during the lifetime of this Agreement, and may result in Variations to certain Routes in this Agreement, as well as infrastructural works which may affect operation of certain Services. The mechanism for Variations is set out in Schedule 23.
- 1.3 Traffic Signals and Junctions**
- 1.3.1 Each local authority is responsible for the provision and maintenance of traffic signals and bus priority infrastructure within its administrative area, and for the approval of Stops for the Services.

- 1.3.2 Bus priority is currently provided along sections of various road corridors over which the Services operate.
- 1.3.3 At certain signal controlled road junctions, the AVL System interfaces with the road traffic controller to afford a level of priority to Network Buses. The Operator is responsible for engaging with relevant Local Authorities to enable the provision of bus priority at junctions and for ensuring the AVL System on board each Bus communicates with the traffic signals once this has been facilitated.

Schedule 2: Service Specification

2.1 Routes and Stops

- 2.1.1 The Stops for each Route are set out in Annex A to this Schedule 2. Unless otherwise indicated, each Stop is for both passenger set down and passenger pick up.
- 2.1.2 The Operator shall ensure that all Network Buses stop to pick up passengers on passenger request at each Stop listed in Annex A to this Schedule 2 for passenger pick up, unless the Network Bus is at its carrying capacity, as specified in Annex A to Schedule 3: Network Bus Specification.
- 2.1.3 The Operator shall ensure that all Network Buses stop on passenger request at each Stop listed in Annex A to this Schedule 2 for passenger set down.
- 2.1.4 Where a centre passenger door is present, the Operator shall ensure that each time a passenger seeks to alight at a Stop, the centre passenger door is opened by the driver, unless road safety reasons make it unsafe to do so. Each time a Network Bus is unable to open the centre passenger door at a Stop due to road safety reasons, the Operator shall ensure that an on-board announcement over the Network Bus PA system is made, requesting passengers to alight at the front door.

2.2 Hours of Service, Headways and Departure Times

- 2.2.1 Services on each Route shall operate every day, except Christmas Day.
- 2.2.2 Hours of Operation for each Route are shown in Annex A to this Schedule 2. The Operator shall ensure that the Services on each Route depart from the Originating Stop on the Route at the Departure Time specified in Annex B to this Schedule 2.
- 2.2.3 The Operator shall ensure that the Services on each Route depart from intermediate Stops and the Originating Stop at the Departure Times specified in Annex B to this Schedule 2 and arrive at the Terminating Stop at the arrival time specified in Annex B to this Schedule 2.
- 2.2.4 The Operator shall ensure that the Services do not depart from the Stops identified as "Guaranteed Connection Points" in Annex A to this Schedule 2 until the specified incoming connection has arrived, subject to the proviso that no departure from a Guaranteed Connection Point shall be delayed for more than 15 minutes. Where passengers from the incoming connection are in the process of boarding the Network Bus and the Network Bus has been held for 15 minutes, the driver shall continue to wait beyond the 15 minute wait time until connecting passengers have boarded the Network Buses.

2.3 Running Times and Layover Times

- 2.3.1 For the purpose of developing a Timetable, the Operator should
 - (a) carefully check existing running times for different times of day, days of week and seasons of year to ensure that they are appropriate for the traffic conditions
 - (b) refer to historical performance data records where available
 - (c) take into account the availability and location of Bus layover facilities as may be specified by the Authority from time to time.
- 2.3.2 The Operator should consider if school and college summer holiday schedules, incorporating running time reductions, are appropriate on certain routes.

2.4 Timetable

- 2.4.1 The Operator shall prepare a Timetable for each Route, which meets the service specification requirements set out in Annex A to this Schedule 2 as a minimum, as follows:
- (a) Monday to Friday (excluding public holidays)
 - (b) Saturday
 - (c) Sundays and Public Holidays
- 2.4.2 The Timetable shall show, for each Trip, the scheduled Departure Time from the Originating Stop, scheduled Departure Times from each intermediate Stop set out in Annex A to this Schedule 2, and scheduled arrival time at the Terminating Stop. The Timetable shall indicate the start date and end date of validity.
- 2.4.3 The Operator shall submit the Timetable for Authority approval at least 60 Business Days in advance of the first Operational Day. The proposed Timetable shall be submitted in the spreadsheet format set out in Annex A to this Schedule 2, or other format that may be agreed with the Authority from time to time.
- 2.4.4 The Authority shall approve, require amendments or reject the proposed Timetable within 10 Business Days of receipt from the Operator. In the case where the Authority requires amendments to the proposed Timetable, the Operator shall submit a revised compliant Timetable to the Authority within 10 Business Days of notification of amendment requirements.
- 2.4.5 The approved Timetable shall be included in Annex B of this Schedule 2.
- 2.4.6 The Operator shall provide Planned Schedule Data, which is consistent with the Timetable, in the format and timescale specified in Schedule 31: Planning Data and AVL Data Provision.
- 2.4.7 The Operator shall operate the Services in accordance with the approved Timetable throughout the Contract Period.
- 2.4.8 Either party shall submit any proposed alteration to a Timetable (including alterations requiring a Variation to Service Specification) to the other Party for approval, using the form set out in Schedule E to this Schedule 2, at least 60 Business Days in advance of proposed implementation, or exceptionally a shorter timescale, with the prior agreement of the Authority.
- 2.4.9 Over any 12 month period, the Operator may submit proposed alterations to a Timetable for any Route to the Authority up to the maximum number of alterations permitted for that Route specified in Annex A of this Schedule 2. In any case, except in exceptional circumstances, and by prior agreement with the Authority, the Operator may not submit more than 3 proposed alterations to a Timetable in any 12 month period.
- 2.4.10 The Authority may approve or reject the proposed Timetable alteration, or it may require modifications to the proposed Timetable alteration within 10 Business Days of notification by the Authority or it may require resubmission or alterations as part of a request for a Variation to Service Specification in accordance with Schedule 23 (Variations).

- 2.4.11 Where the Operator does not provide the Authority with a Timetable for a Route that meets in full the requirements set out in paragraphs 2.4.1 to 2.4.9 above, no Punctuality or EWT Incentive Payment as set out in Schedule 19 shall apply for the duration of time when a non-compliant Timetable is in place for that Route.
- 2.4.12 The Operator shall implement Timetables fully in accordance with paragraphs 2.4.1 to 2.4.9 above by no later than the dates specified for that Route in Schedule 24 and shall implement for all Routes covered by this Agreement by no later than the date specified in Schedule 24, unless otherwise agreed with the Authority.
- 2.4.13 Where the Operator has not implemented Timetables that meet the requirements of paragraphs 2.4.1 to 2.4.9 for more than six months after the date specified for that Route in Schedule 24, the Authority reserves the right to remove that Route from this Agreement and competitively tender a separate contract for the provision of services on that Route.

2.5 Timing Points

- 2.5.1 Initially, each Stop on each Route shall be a Timing Point, for the purposes of assessing punctuality performance as set out in Schedule 19: Performance Payments and Deductions. The Authority may revise this to a more limited number of Stops on any Route, at which time a revised set of Timing Points shall be issued for that Schedule by the Authority to the Operator.

2.6 Changes to Services

- 2.6.1 The Operator may at any time request, or the Authority may require, changes to the Service Specification during the Contract Period. These may include, but may not be limited to, changes to:
- (a) Routes
 - (b) Stop locations
 - (c) Stop names
 - (d) Service frequencies
 - (e) Hours of operation
- 2.6.2 Any changes of the type set out in 2.6.1 (a) to 2.6.1 (e) constitute Variations. The mechanism for Variations is set out in Schedule 23.
- 2.6.3 Any proposed service changes by the Operator further to paragraph 2.6.1 above shall be submitted to the Authority for approval at least 30 Business Days in advance of implementation and, where the change requires a Timetable alteration, shall be submitted 60 Business Days in advance of implementation and accompanied by a Timetable Alteration Request as set out in Annex E to Schedule 2 and, where the change constitutes a Variation, shall be accompanied by an Operator Variation Notice as set out in Annex A to Schedule 23. The Operator shall provide the following information in its submission for each Stop, or proposed Stop:
- (a) Existing location and/or proposed location (accuracy within 3 metres);
 - (b) Existing name(s) and/or proposed name(s);

- (c) Existing bus services stopping (and/or services proposed to stop) at Stop, including services operated by other operators where relevant.
- 2.6.4 The Operator may propose temporary changes, removals or additions to Stop names or locations as required, taking into account roadworks or other incidents that are likely to result in a requirement to divert Services or remove or relocate Stops for a limited time period.
- 2.6.5 Any proposed service changes by the Operator of the type set out in paragraph 2.6.4 above shall be submitted to the Authority for approval at least 15 Business Days in advance of implementation and, where the change requires a Timetable alteration, shall be accompanied by Timetable Alteration Request as set out in Annex E to Schedule 2. In cases where the Operator is first notified or becomes aware of roadworks or other third party incidents affecting Services on a date, which means that submission of proposed changes 15 Business Days in advance of implementation is unachievable, the Operator shall immediately inform the Authority, and shall submit proposed service changes and any necessary Timetable Alteration Request to the Authority for approval within 5 Business Days of the date of first being notified or becoming aware of the requirement to divert Services.
- 2.6.6 In the event of approval by the Authority of service changes as part of a Variation or for any other reason, the Operator shall provide the Authority, with:
 - (a) a new Timetable in the format specified in and in Annex A of Schedule 2 for inclusion in Annex B of this Schedule 2, at least 20 Business Days in advance of Timetable implementation, or exceptionally a shorter time period where agreed with the Authority;
 - (b) Planned Schedule Data incorporating the new Timetable, in the format specified in Schedule 31: Planning Data and AVL Data Provision at least 15 Business Days in advance of Timetable implementation or exceptionally a shorter time period where agreed with the Authority;

Annex A: Schedule Specification

2A1: Journey pattern summary: Summary table containing each bus route number, pattern number, code of each pattern, the total length of each pattern and the number of stops contained on each pattern.

Refer to digital file << Schedule 2 Annex 2A1 Journey Pattern Summary >> link below

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%202%20Annexes%2FAnnex%20A&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

2A2: Departure times for each trip under each stop pattern

Refer to digital file << Schedule 2 Annex 2A2 Departure times for each trip under stop pattern >> link below

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%202%20Annexes%2FAnnex%20A&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

2A3: Inter-stop distances

- Route: The route number of each service
- Pattern: A numerical pattern code unique to each variant
- Code: A letter code assigned to each variant that corresponds with the supplied time tables
- Seq.: Stopping sequence
- Stop ID: The stop number
- Stop Description: The Stop Name
- I.S.D (m): Inter stop distance given in metres

Refer to digital file << Schedule 2 Annex 2A3 Inter-stop distances >> link below

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%202%20Annexes%2FAnnex%20A&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

2A4: Driver Resource and Schedule

Refer to digital file << Schedule 2 Annex 2A4 Driver resources and schedule >> link below

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%202%20Annexes%2FAnnex%20A&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

2A5: Guaranteed Connection Points

In case of a late running train service, the bus services listed below shall wait at the Stop at the relevant train station for up to 15 minutes after the scheduled rail arrival time listed below, to ensure rail passengers can transfer to the final connecting bus service of the evening, as listed below.

Where passengers from the incoming train service are in the process of boarding the Network Bus and the Network Bus has been held for 15 minutes, the driver shall continue to wait beyond the 15 minute wait time until connecting passengers have boarded the Network Buses.

Refer to digital file << Schedule 2 Annex 2A5 Guaranteed Connection Points >> link below

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%202%20Annexes%2FAnnex%20A&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

Annex B: Timetable

Refer to digital file << Schedule 2 Annex B Timetables >> link below.

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%202%20Annexes%2FAnnex%20B&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

Annex C: Network Bus Layover Locations

Refer to digital file << Schedule 2 Annex C Network Bus Layover Locations >> link below

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%202%20Annexes%2FAnnex%20C&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

Annex D: List of Routes for which it is intended to tender and remove from Agreement on or after the 1st of January 2021

Dublin Commuter (Coastal and Wexford West Wicklow)	101	Dublin – Dublin Airport - Balbriggan - Drogheda
	101X	Wilton Tce - Drogheda - Termon Abbey
	133	Dublin Airport – Dublin city centre - Ashford – Wicklow - Gorey

Annex E: Timetable Alteration Request Form**Timetable Alteration Request**

Operator to complete in all instances where an alteration to a Timetable is proposed for a Service and submit to Authority's Representative

Contract name:	
Timetable Alteration Request number (in format "TAR-YY-NNN-RRR", where YY is year in which request is made, NNN is the request number for that year, and RRR is the bus route number)	
If part of Variation, supply corresponding Authority Variation Notice Number (in format "AVN-YY-NNN-RRR") or Operator Variation Notice Number (in format "OVN-YY-NNN-RRR") or	
Route number and name	
Summary of proposed change	
Reasons for proposed change	
Current Timetable (insert spreadsheet using format set out in Annex B of Schedule 2)	
Proposed Timetable (insert spreadsheet using format set out in Annex B of Schedule 2)	
Proposed Timetable start date	
Proposed Timetable end date (if applicable):	
Submission date (operator to complete)	
Approval date and signature (Authority to complete)	

Schedule 3: Network Bus Specification

3.1 Network Bus specifications

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

- (a) wheelchair/buggy space requirements;
- (b) luggage space requirements;
- (c) minimum passenger capacity for each vehicle deployed overall and seated (by time period where appropriate);
- (d) number of passenger doors;
- (e) route number and destination display on bus exterior;
- (f) age;
- (g) engine type;

3.1.2 In addition to the route specific Network Bus requirements, there are general Network Bus specifications, which apply to the entire Network Bus fleet. These include:

- (a) display of notices and signage as required by Authority from time to time, including, without prejudice to the generality of the foregoing, information regarding the conditions of carriage and conduct of passengers, a notice providing operator name and contact details and a notice indicating that the bus is operated under contract to the National Transport Authority, to a design, size and location inside or on the exterior the Network Bus as set out in Annex C of this Schedule 3. or as agreed with the National Transport Authority
- (b) on board electronic next stop sign displays and provision of audio announcements of next stop in the Irish and English Languages;
- (c) display of current single cash and Leap Card fares for the route to the requirements of the Authority;
- (d) Ticketing Equipment that satisfies the requirements in Schedule 8: Ticketing and Fares Collection and Schedule 11: Operation and Maintenance of Network Assets.
- (e) On board equipment supporting the Automatic Vehicle Location System ("AVL System") that satisfies the requirements in Schedule 31: Planning Data and AVL Data Provision and Schedule 11: (Operation and Maintenance of Network Assets);
- (f) CCTV equipment that satisfies the requirements set out in Schedule 11: Operation and Maintenance of Network Assets;
- (g) Passenger Wi-Fi equipment that satisfies the requirements set out in Schedule 11: Operation and Maintenance of Network Assets;
- (h) Livery to the Authority's requirements, including Transport for Ireland branding with the required dimensions and colours at locations on the exterior or interior of the Network Bus as required by the Authority as set out in Annex B to this Schedule 3;

3.2 Variations to Network Bus Specifications

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

- (a) accessibility, luggage or buggy space requirements;
- (b) engine emission standards;
- (c) vehicle age;
- (d) vehicle type;
- (e) notices or signs to be displayed onboard or outside the Network Bus;
- (f) on board audio announcements;
- (g) on board passenger information display units and content;
- (h) on board equipment, including CCTV, ticketing and Wi-Fi equipment, and AVL equipment that forms part of the AVL System;
- (i) Operator or Transport for Ireland branding, and its location ;
- (j) Livery;
- (k) On board signage.

The mechanism for Variations is set out in Schedule 23.

3.3 Operation of Network Buses

3.3.1 The Operator shall operate the Services using the Network Buses and associated equipment, livery and signage, as specified in Annex A, Annex B and Annex C of this Schedule 3, and in Schedule 11.

3.3.2 The Operator shall operate and maintain Network Buses in a good condition, and in accordance with the requirements set out in Schedule 11: Operation and Maintenance of Network Assets and in accordance with Clause 8: Network Licence.

3.3.3 The Operator shall not permit the operation of the Network Buses or use the associated equipment, or display the livery and signage as specified in Annex B and Annex C of this Schedule on any services, other than for the Services specified in this Agreement, without the prior agreement of the Authority.

3.3.4 The Operator shall operate all of the Services with the Network Buses provided by the Authority, unless otherwise agreed in advance with the Authority as set out in paragraphs 3.3.5 to 3.3.6 below.

3.3.5 If the Operator expects to be unable to operate any of the Services with the Network Buses provided by the Authority, the Operator shall inform the Authority in advance, at the earliest opportunity, and submit a Network Bus Remedial Plan to the Authority setting out:

- (a) The reasons for the anticipated inability to provide the service(s) with the Network Buses;
 - (b) Which service(s) are affected, and the dates when it is anticipated they will be affected;
 - (c) The Network Buses or associated equipment, required to operate the service(s)
 - (d) Proposed remedial actions, which may include:
 - i. Provision by the Operator of substitute buses or associated equipment that meet the specifications for the service(s), as set out in Annex A, Annex B and Annex C of this Schedule 3, or in Schedule 11: Operation and Maintenance of Network Assets; and/or
 - ii. Request for Authority to provide additional Network Bus fleet or associated equipment, that meets the specifications for the service(s), as set out in Annex A, Annex B or Annex C of this Schedule 3, or in Schedule 11: Operation and Maintenance of Network Assets
 - (e) Costs to the Operator, where appropriate, of implementing the proposed remedial actions
- 3.3.6 The Authority shall review the Network Bus Remedial Plan and may reject the Plan, approve the Plan, or approve the Plan subject to amendment.

Annex A: Route Specific Network Bus requirements

Refer to digital file << Schedule 3 Annex A Route Specific Network Bus Requirements >> link below

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%203%20Annexes&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

Annex B: Network Bus Livery Requirements

Refer to digital file << [Schedule 3 Annex B: Network Bus Livery Requirements](#) >> link below

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%203%20Annexes&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

Annex C: Network Bus Signage Requirements

Signs to consist generally, but not exclusively, of A4 and A3 sized signs as determined by the Authority

Schedule 4: Operating Plan

4.1 Operating Plan

4.1.1 The Operator shall submit a draft Operating Plan for the Contract Period, for Authority approval by the dates outlined in Schedule 24.

4.1.2 The Operating Plan shall include all procedures necessary to:

- (a) operate the Network and Network Assets in a safe and efficient manner
- (b) manage the interface between bus operations and works on or near the Network or Network Assets
- (c) manage the interface with other public transport operators, particularly at shared Stops and interchange points
- (d) manage the interface between bus operations and areas of local authority responsibility such as road traffic and traffic signals
- (e) recover bus operations in the event of incidents, accidents, service disruptions and technical failures

4.1.3 The Operating Plan shall incorporate the:

- (a) Organisational Plan as referenced in paragraph 4.2 below,
- (b) Operational Supervision and Control Strategy Plan as referenced in paragraph 4.3 below,
- (c) Safety Management Plan as referenced in Schedule 6,
- (d) Emergency Management Plan as referenced in Schedule 6 and paragraph 4.11 below,
- (e) Severe Weather Management Plan as referenced in paragraph 4.8 below,
- (f) Security Management Plan as referenced in paragraph 4.9 below,
- (g) Environmental Management Plan as referenced in paragraph 4.7 below,
- (h) Quality Management Plan as referenced in Schedule 16 and paragraph 4.10 below,
- (i) Customer Service Policy as referenced in Schedule 13 and paragraph 4.4 below;
- (j) Revenue Protection Plan as referenced in Schedules 10 and paragraph 4.6 below;
- (k) Training Plan as referenced in paragraph 4.13 below;
- (l) first Annual Communications and Public Relations Plan as referenced in Schedule 15;
- (m) Maintenance Strategy Plan as referenced in Schedule 11 and paragraph 4.5 below
- (n) Cost efficiency plan as referenced in paragraph 4.12 below,
- (o) any other systems and plans required by the Agreement;

- 4.1.4 The Authority shall review the draft Operating Plan and shall provide comments (if any) to the Operator within 20 Business Days of receipt of the drafts.
- 4.1.5 The Operator shall incorporate such comments in the Operating Plan and shall resubmit the Operating Plan for Approval within 10 Business Days of its receipt of the Authority's comments.
- 4.1.6 The Authority shall not unreasonably withhold or delay its Approval of the Operating Plan.
- 4.1.7 Upon the draft Operating Plan being approved by the Authority, it shall be the "Operating Plan" for the purposes of this Agreement and the Operator shall comply with it.
- 4.1.8 The Operator shall implement the Operating Plan throughout the Contract Period. The Authority (acting reasonably) may require or Parties may agree amendments to the Operating Plan from time to time.
- 4.1.9 Once approved, any subsequent changes to the plans shall only be made following consultation with, and approval of, the Authority.
- 4.1.10 The Operator shall submit any draft revision to the Operating Plan to the Authority for approval, as required, taking into account:
 - (a) Operator requirements;
 - (b) the experiences of passengers as revealed by customer satisfaction surveys, focus groups, passenger complaints and comments and any other information source that provides information on the experience of passengers;
 - (c) the requirements of the Authority
- 4.1.11 The Authority shall approve or give comments on the draft revised Operating Plan within 20 Business Days of its receipt of the draft. Upon approval the draft revised Operating Plan shall become the Operating Plan.
- 4.1.12 The Operator shall provide to the Authority, no later than 4 weeks prior to the Expiry Date, an electronic copy of the Operating Plan to be in force on the Expiry Date.

4.2 Organisational Plan

- 4.2.1 The Operator shall submit an Organisational Plan which shall describe the management structure and total staffing numbers, expressed as full time equivalents ("FTE"), proposed in order to successfully deliver the Services, including the management of any novated contracts and any sub-contractors.
- 4.2.2 The Organisation Plan shall include, but not be limited to:
 - (a) An organisational chart detailing management roles as far down as team leader level; and total staff numbers expressed as FTE's proposed to be assigned to each functional area required to deliver the Services.
 - (b) An explanation of the main functions of each management role identified within the organisation chart and an indication as to the % allocation of each management resource's time to the Operator's obligations under the Agreement.

4.3 Operational Supervision and Control Plan

4.3.1 The Operator shall submit an Operational Supervision and Control Strategy Plan that sets out the strategy, policies and practices proposed to manage operations, including in a live Control Room environment, to

- (a) ensure that Services operate in a reliable and punctual manner and meet the reliability and punctuality and headway-based service Performance Standards; and
- (b) manage the Services during periods of traffic congestion, disruptions to the Services, including Service Interruptions.

4.3.2 As a minimum, the Plan shall include details of the following:

- Control Room practices;
- Route strategies and action plans;
- planning measures to improve performance;
- matching capacity to demand;
- analysis of AVL data;
- analysis of customer comments on operational performance;
- operation of first and last Buses;
- Guaranteed connections;
- traffic management system and city operations;
- procedures for the removal of obstructions (including broken down Network Buses) from the Network
- incidents – key responses to major incidents and other incident management
- Excess Waiting Time and headway management for High-Frequency routes
- Punctuality and on-time management for Low-Frequency routes
- measures for ensuring schedules are kept up to date to match running times and the changing environment

4.4 Customer Service Policy

4.4.1 The Operator shall develop a Customer Service Policy and shall submit its Customer Service Policy to the Authority for the Authority's approval. The Customer Service Policy shall include but not be limited to the following matters:

- Access for customers with disabilities or special needs, or with reduced mobility
- Operator Customer Service Centre
- Customer Queries

- Customer Comments and Complaints
- Customer comments and complaints database and reporting requirements
- Lost property
- Social media
- Bus Drivers and Revenue Protection Officers

4.4.2 The Customer Service Policy shall set out the service levels that the Operator intends to achieve in relation to the matters set out in paragraph 4.4.1 of this Schedule.

4.4.3 The Customer Service Policy shall include policies for dealing with children that comply with Children First: National Guidance for the Protection and Welfare of Children, 2011

4.5 Maintenance Strategy Plan

4.5.1 The Operator shall submit to the Authority a Network Asset Maintenance Strategy Plan (the "Maintenance Strategy Plan") that describes the strategy, and system and procedures to be implemented by the Operator in carrying out maintenance activities during the Contract Period.

4.5.2 The Maintenance Strategy Plan shall include at a minimum the strategy, systems, regimes and procedures to be implemented in connection with:

- (a) the carrying out of routine maintenance activities (to include the frequency of planned regimes)
- (b) the carrying out of corrective maintenance activities;
- (c) the carrying out of warranty repairs;
- (d) arrangements to ensure the provision of maintenance equipment (including but not limited to spare parts, tools, special tools and support vehicles);
- (e) arrangements for the establishment and upkeep of the Maintenance Management System;
- (f) Arrangements for assurance and audit of the maintenance activities;
- (g) Operator key performance indicators to be adopted, monitoring and reporting of same;
- (h) Contingency measures for the rectification and restoration of Network Assets in accordance with paragraph 11.1 and 11.2 of Schedule 11.

4.6 Revenue Protection Plan

4.6.1 The Operator shall prepare a Revenue Protection Plan that sets out the revenue protection measures to be implemented on the Network. The Plan shall include but not be limited to the following:

- (a) Details of the organisational structure and staffing of the revenue protection unit to include the number of Revenue Protection Officers (RPO's), expressed as full time equivalents ("FTE") to be deployed on the Network;
- (b) Analyses of revenue protection/fare evasion risks on the Network and mitigation measures;
- (c) Strategy for deployment of RPO's and the number of tickets checked per passenger journey expressed as a percentage;
- (d) proposals for making customers aware of revenue protection measures in place for not having a valid ticket; and
- (e) measures for maximising the number of Standard Fares paid.

4.7 Environmental Management Plan (EMP)

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

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

4.8 Severe Weather Management Plan

4.8.1 The Operator shall prepare and implement a Severe Weather Management Plan that sets out its pre-determined actions to providing a response to severe weather events occurring on the Network.

4.8.2 All personnel designated to carry out specific responsibilities under the Severe Weather Management Plan are expected to know and understand the policies and procedures outlined in the Severe Weather Management Plan. The response to any severe weather event shall always be conducted within the framework of this plan.

- 4.8.3 The Severe Weather Management Plan shall focus on actions to be taken by the Operator by way of appropriate response to a severe weather event that has the potential to seriously disrupt the Services and damage public confidence in the Services.
- 4.8.4 The Severe Weather Management Plan shall take into consideration the requirements of “A Framework for Major Emergency Management” (DoE, Dec 2006) and the supporting “Guide to Severe Weather Emergencies” (DoE, Dec 2010) and any later revisions.
- 4.8.5 The Severe Weather Management Plan and associated arrangements shall apply to the following weather events as a minimum:
- (a) Flooding
 - (b) Frost/Ice
 - (c) Heavy Snow & Freeze/Thaw
 - (d) Severe Winds
 - (e) Fog
 - (f) Thunderstorms
 - (g) Heat waves

4.9 Security Management Plan

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

4.10 Quality Management Plan

- 4.10.1 The Quality Management Plan shall comply with the requirements of Schedule 16 and reflect all documentation requirements including but not limited to the Operating Plan. The Operator shall, from time to time, submit to the Authority:
- the results of any of the Operator's own internal quality audits; and
 - any changes to the Quality Management System or Quality Management Plan.
- 4.10.2 Notwithstanding any other provision of this Schedule, the Operator shall provide to the Authority such information as the Authority may reasonably require demonstrating compliance with the Agreement.

4.11 Emergency Management Plan

- 4.11.1 The Operator shall develop an Emergency Management Plan that sets out its pre-determined actions to providing a response to a major crisis or emergency occurring on the Network ("Emergency Management Plan").
- 4.11.2 In developing the Emergency Management Plan, the Operator shall consult with all Relevant Authorities, emergency services and local authorities.

4.12 Cost Efficiency Plan

- 4.12.1 The Operator shall prepare a Cost Efficiency Plan setting out how the Operator will achieve cost efficiencies over the Contract Period by either:
 - a) Providing the same level of service and service quality at a lower cost over time
 - b) Providing an improved service level and / or improved service quality over time, at the same cost

4.13 Training Plan

- 4.13.1 The Operator shall include a Training Plan as part of the Operating Plan, detailing training proposals for drivers, other customer-facing staff (including requirements as set out in Schedule 13), and training proposals for controllers and other staff.
- 4.13.2 The Operator shall act in accordance with Good Industry Practice in relation to the training of Staff, throughout the Contract Period.
- 4.13.3 The Operator shall implement, prepare and maintain documentation describing the duties and responsibilities of Staff in normal service and such exceptional circumstances as may be appropriate.
- 4.13.4 The Operator shall train Staff in their duties and responsibilities with particular emphasis on customer service and accessibility awareness, perform competence assessments for all safety critical tasks, maintain records of current competence, provide refresher training and re-assessment as required, and not allow Staff who are not competent and (where appropriate) have not passed the relevant assessment to carry out such work unsupervised.

Schedule 5: Operations Management

5.1 General Requirements

- 5.1.1 The Operator shall ensure that all required records are collected, analysed, supplied to the Authority and retained in accordance with the Agreement.
- 5.1.2 The Operator shall maintain a database to record incidents related to the Services as they arise. The Operator's database shall be used to record all incidents relevant to bus operations, including the causes of delays, disruptions and other significant events. The Operator shall analyse such records and take appropriate improvement action (such as changes to work practices, documentation changes, briefing, training, changes to competence assessment methods and standards) where it is identified as necessary or beneficial by the Operator.
- 5.1.3 The Operator shall co-operate with An Garda Síochána, the Fire Brigades and Fire Services, the Local Authorities, and the Relevant Authorities where necessary.
- 5.1.4 The Operator shall ensure that the Control Room for management of the operation of the Services is overseen at all times when the Services are operating and when Network Buses are positioning to or from Stops in advance of, or after, operating the Services.
- 5.1.5 The Operator shall comply with the approved Operating Plan as set out in Schedule 4.

5.2 Utility Supplies

- 5.2.1 Throughout the Contract Period the Operator shall procure such water, waste-water disposal, communications, electricity, gas and any other utility as the Operator requires for the carrying out of the Operator obligations under this Agreement.

5.3 Co-operation with special inquiries or investigations

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

5.4 Traffic and Roads

- 5.4.1 The Operator shall attend meetings with road authorities as may be necessary for the purpose of reviewing the operation of the Network in relation to other road users.
- 5.4.2 The Operator shall from time to time review with the relevant local authority department such traffic regulations or traffic management arrangements as are in place and such amendments as may be necessary to ensure that the operation of the Network is not unduly hindered as a result of other traffic movements. The Operator shall ensure that the Authority is notified of any changes that are proposed or are to be made to the roads or to any traffic signals which might reasonably be expected to affect the Network and/or the provision of the Services, of which the Operator is notified.
- 5.4.3 The Operator shall develop procedures for the removal of obstructions (including broken down Network Buses) from the Network and shall include such procedures in the Operating Plan.

- 5.4.4 In the event that a Network Bus breaks down and obstructs vehicular and/or pedestrian traffic, the Operator shall remove the Network Bus to a location where it does not cause such obstruction.

5.5 Action during Services Interruptions

- 5.5.1 In the event of a Services Interruption, the Operator shall take all reasonable and practicable steps to maintain Services either side of the affected section of the Network, including, where appropriate, local diversions of Services.
- 5.5.2 At least 30 Business Days in advance of a Planned Services Interruption, or such lesser period as agreed between the Parties, the Operator shall seek the Authority's approval for any Variations to the Service Specification and/or the Network Bus Specification that the Operator intends to operate during the period of disruption.
- 5.5.3 Unless otherwise agreed with the Authority, the Operator shall give at least 10 days' notice to passengers of changes to Services arising from a planned Services Interruption. The notice shall be provided at all Stops affected, unless otherwise agreed in advance with the Authority, and on the Operator's Website and apps. In addition, notice shall be provided via Twitter alerts, on-board announcements and Real Time Passenger Information signs as required (see Schedule 14). Unless otherwise agreed by the Authority, the Operator shall provide text of the planned notification to the Authority at least two Business Days in advance of issue of notice to passengers.
- 5.5.4 The Operator shall use all reasonable endeavours to give notice to passengers in the event of unplanned Services Interruptions, including on the Operator's Website and Twitter alerts, on-board announcements, notices via Real Time Passenger Information signs (see Schedule 14) and (where feasible in the case of unplanned Services Interruptions lasting longer than five hours) at key Stops affected where Real Time Passenger Information signs are not provided.
- 5.5.5 In the event that the period of Services Interruption is likely to exceed two weeks, the Operator shall provide the Authority with a revised Timetable to cover the Period of Services Interruption, in accordance with the requirements of Schedule 2 and Annex B to Schedule 14: Customer Information.
- 5.5.6 Except in respect of Approved Variations to Service Specification and/or Network Bus Specification associated with a Planned Service Interruption, the Operator shall not be entitled to additional payment under the Agreement except where the Parties agree additional payment where the Operator has incurred extra costs for emergency service alterations to mitigate an unplanned Services Interruption.
- 5.5.7 The Operator shall use all reasonable endeavours to mitigate any loss of Fares Revenue arising as a consequence of any Services Interruption.

5.6 Public Events

- 5.6.1 The Operator shall maintain a schedule of upcoming major Public Events relevant to the Network, of which the Operator is aware. These may include but are not limited to: marches, parades, running events, demonstrations, sporting events and outdoor public gatherings and festivals or other events. The first such schedule shall be submitted as part of the Implementation Plan. An updated schedule shall be supplied to the Authority as part of each Period Operations Report.

- 5.6.2 The Authority may request the Operator to provide the Operator's reasonable assessment in respect of the likely impact of a Public Event on the Operator's performance of the Services, and the Authority may require the Operator to submit proposals in relation to additional services associated with the Public Event for Authority Approval in accordance with Schedule 23: Variations.
- 5.6.3 The Operator shall use reasonable endeavours to mitigate any loss of Fares Revenue arising as a consequence of any Public Event.
- 5.6.4 Except in respect of additional services Approved in accordance with Schedule 23: Variations, the Operator shall not be entitled to any additional payment under the Agreement in relation to a Public Event.

5.7 Third Party Liaison

- 5.7.1 The Operator shall manage liaison with:
- (a) emergency services;
 - (b) the Road Safety Authority
 - (c) Transport Infrastructure Ireland or local authorities;
 - (d) other bodies as may be necessary
- in relation to the Services to maximise co-operation and hence Network performance and safety.
- 5.7.2 The Operator shall liaise and co-operate with any Relevant Authority as may reasonably be required from time to time.
- 5.7.3 The Operator shall liaise with and participate in meetings of community groups, business interest groups, policing forums and other public gatherings from time to time on matters relating to the Network.

Schedule 6: Safety Management

6.1 General Safety Requirements

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

6.2 Safety Planning

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

6.3 Safety Management

- 6.3.1 The Operator shall manage and control all health and safety risks related to the performance of the Services through a Safety Management System ("SMS") and associated "Safety Management Plan" ("SMP"). The Operator shall submit the SMP as part of the Operating Plan.
- 6.3.2 The Operator shall implement the safety procedures developed for the operation of the Network and maintenance of the Network Assets throughout the Contract Period and shall update the Safety Management Plan as required.

6.4 Legal Requirements

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

6.5 Construction Regulations

- 6.5.1 The Parties agree that, where the Safety, Health and Welfare at Work (Construction) Regulations 2013 (the "Construction Regulations"), as amended, apply to any activities for which the Operator is responsible under the Agreement the Operator shall, in relation to those activities, be the "client" as that term is defined in Construction Regulations, and shall comply with the Construction Regulations accordingly.

6.6 Response to Emergencies

- 6.6.1 The Operator shall react safely and quickly to emergencies in all aspects of the operation of the Network and maintenance of the Network Assets.
- 6.6.2 The Operator shall co-operate with An Garda Síochána, relevant fire brigades and fire services and the Relevant Authorities wherever necessary.
- 6.6.3 The Operator shall comply with the Emergency Management Plan as set out in paragraph 4.11 of Schedule 4.
- 6.6.4 All personnel designated to carry out specific responsibilities under the Emergency Management Plan are expected to know and understand the policies and procedures outlined in the Emergency Management Plan. The response to any major crisis or disturbance shall always be conducted within the framework of the Emergency Management Plan.
- 6.6.5 The Operator shall ensure that all relevant Staff are given clear instructions in line with the Emergency Management Plan, including training to deliver public address announcements in a way that avoids causing alarm and that instils confidence in passengers that the matter is under control.

6.7 Reporting of Incidents

- 6.7.1 The Operator shall comply with all Legal Requirements relating to the reporting of accidents, incidents, near misses, fatalities, injuries, diseases and dangerous occurrences. All emergencies as defined in the Emergency Management Plan shall be reported to the Authority as soon as possible and in any event no later than the following working day.
- 6.7.2 Information on all accidents, incidents, near misses, fatalities, injuries, diseases and dangerous occurrences must be included within the Quarterly Operations Report.
- 6.7.3 The Operator shall liaise with the Authority in relation to the future measures to be taken to prevent the recurrence of accidents.

Schedule 7: Environmental Management

7.1 Environmental Management System

- 7.1.1 The Operator shall control all environmental impacts and risks related to this Agreement through an “Environmental Management System” (the “EMS”) and associated “Environmental Management Plan” (the “EMP”) submitted as part of the Operating Plan.

7.2 Responsibility for environmental management

- 7.2.1 The Operator shall designate a member of staff with responsibility for environmental management related to this Agreement who shall:

- (a) be a competent person with relevant environmental training and experience;
- (b) take overall responsibility for environmental issues pertaining to the Agreement;
- (c) liaise with the Authority on matters pertaining to the environment;
- (d) be responsible for the management of the EMP;
- (e) attend environmental meetings with the Authority or third parties when required;
- (f) attend environmental audits;
- (g) prepare all environmental reports;
- (h) co-ordinate and/or carry out environmental monitoring and inspections; and
- (i) communicate environmental requirements to all relevant Staff.

7.3 Environmental complaints

- 7.3.1 The Operator shall develop and implement an environmental complaints procedure for reporting, recording and closing out environmental complaints from the public, including complaints relating to noise and vibration, related to this Agreement. The environmental complaints procedure shall be included in the EMP.
- 7.3.2 The environmental complaints procedure shall be communicated to all relevant personnel on a regular basis.
- 7.3.3 The Operator shall record all complaints of an environmental nature related to the operation of the Network included in the Customer Services Report submitted to the Authority each Reporting Period.
- 7.3.4 All complaints of an environmental nature shall be addressed as soon as is reasonably practicable.
- 7.3.5 Key environmental complaints shall be reported to the Authority in the Quarterly Operations Report.

7.4 Environmental incidents

- 7.4.1 An environmental incident may include, but is not limited to, the following:
- a) spillage of hazardous materials (as defined by the Waste Management Act 1996 to 2011);
 - b) any spillage which cannot be rapidly contained and controlled, for example oil spills;

- c) inappropriate disposal of waste (as defined in the Waste Management Act 1996 to 2011).

7.4.2 In the event of an environmental incident, the Operator shall:

- a) carry out an investigation to identify the nature and cause of the incident and any emission arising;
- b) isolate the source of any such emission;
- c) evaluate the environmental pollution/ contamination, if any, caused by the incident;
- d) identify and execute measures to minimise the emissions and the effects thereof;
- e) notify relevant authorities;
- f) notify the Authority as soon as practicable.

7.4.3 The Operator shall identify and put in place measures to avoid the reoccurrence of the incident.

7.5 Noise and Vibration

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

7.5.2 The Operator shall ensure that timely monitoring is carried out at locations where complaints pertaining to noise and/or vibration related to this Agreement have arisen. The Operator shall undertake any additional noise and vibration monitoring as reasonably required by the Authority.

7.6 Water Pollution

7.6.1 The Operator shall ensure that the provision of the Services does not adversely impact on water quality.

7.6.2 The Operator shall ensure that water supply and drainage and effluent discharge arrangements, including disposal of surface water, comply with the requirements of the relevant local authority and any other legal requirement.

7.6.3 Any sampling, analyses, measurements, examinations, maintenance and calibrations as required shall be undertaken by trained and competent staff. All analysis shall be undertaken by an accredited laboratory.

7.7 Waste disposal

7.7.1 The Operator shall prepare a Waste Management Plan [("WMP")] as part of its EMP.

7.7.2 The Operator shall take whatever measures it deems necessary to comply with Legal Requirements whilst taking all practicable and commercially viable approaches to minimising waste, including in its management of Sub-Contractors.

7.7.3 The Operator shall discourage fly-tipping at depots or other facilities used by the Operator in connection with the provision of Services.

7.8 Sustainability and energy

- 7.8.1 The Operator shall aim to keep energy consumption to a minimum. The Operator shall report to the Authority on progress in reducing carbon emissions associated with the Services on a Quarterly basis.
- 7.8.2 The Operator shall submit regular reports (at a minimum as part of the Q2 and Q4 Quarterly Operations Report) on energy consumption to the Authority.

7.9 Operator's Environmental Liabilities

- 7.9.1 The Operator shall take and complete promptly whatever reasonable action is required to prevent, mitigate or remedy any Environmental Damage caused by the Operator, or its Sub-Contractors, in relation to the Network and/or the performance of the Services.

Schedule 8: Ticketing and Fares Collection

8.1 Ticketing Arrangements

- 8.1.1 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 8, or as may be notified by the Authority to the Operator from time to time.
- 8.1.2 The Operator shall accept the items set out in Annex B to this Schedule 8 as 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) Public Services Cards ("PSC Passes") enabled for free travel;
 - e) Valid Staff passes as prescribed by the Authority; and
 - f) Other tickets, passes or smart cards as advised by the Authority from time to time.
- 8.1.3 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 tickets only, no travel credit);
 - f) Leap family cards (anonymous, contains tickets 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 product and/or sufficient travel credit to pay for the journey.
- 8.1.4 In cases of disruption to other public transport services operated under contract to 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. The Authority may delegate the requirement to notify the Operator to the operator of the public transport service that is being disrupted.
- 8.1.5 The Operator shall familiarise themselves with the contents of the 'ITS Requirements' document in relation to the operation of the Leap Card scheme as set out in Schedule 9.
- 8.1.6 The Authority shall provide the Operator with reasonable prior notice in relation to changes to the tickets and shall consult with the Operator concerning any operational or administrative issues in relation to such changes.
- 8.1.7 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.

- 8.1.8 The Operator shall ensure that any paper tickets and receipts issued by the Operator comply with Authority design requirements that may be issued to the Authority to the Operator from time to time. The Operator shall submit the ticket and receipts designs, which shall incorporate the "Transport for Ireland" logo for approval by the Authority within 20 Business Days of the Commencement Date.
- 8.1.9 The Operator shall not make any changes to the approved ticket design without the prior agreement of the Authority.
- 8.1.10 The Operator shall support and facilitate the use of Leap Cards and shall perform and assume the transport operator obligations that are set out in Schedule 9: Integrated Ticketing Requirements
- 8.1.11 Several times per 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, actionlists, 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 board each Network Bus in advance of commencement of services each Operational Day and as set out in Schedule 19: Performance Payments and Deductions.
- 8.1.12 Each Period the Operator shall provide the Authority with a report as detailed in paragraph 18.4 of Schedule 18, in a format to be specified by the Authority, detailing the date, time, duration, Route number and Trip number for which Ticketing Equipment on board each Network Bus operating the Services operated with configuration data that was over 24 hours old at time of operations.

8.2 Fare Collection Arrangements

- 8.2.1 The Operator shall ensure that the Ticketing Equipment (including the Driver TGX Console and Remote SCV) is fully functional at the commencement of each Operational Day and has successfully implemented the downloaded configuration data.

8.3 Cash Fare Payments

- 8.3.1 The Operator shall ensure that drivers charge the correct fare for the journey where destination is stated by the customer in accordance with the fares set out in Annex A to this Schedule 8, and any fares determination in place at the start of this Agreement or issued by the Authority during the term of this Agreement, or as may be advised from time to time by the Authority. The Operator shall ensure that only drivers accept cash fare payments and issue the appropriate ticket or receipt for any cash received.
- 8.3.2 Drivers shall accept payment of cash fares from passengers in Euro currency coins only, taking reasonable steps to ensure they do not accept counterfeit cash.
- 8.3.3 In the event that a customer tenders cash payment in excess of the cash fare amount, the driver shall provide change to the customer.

8.4 Leap Card Transactions

- 8.4.1 A Leap Card travel credit facility is available on certain Leap card types. Customers can present a Leap Card to the driver TGX console, 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.

8.4.2 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 Visitor pass and Leap Family pass) and instead contain ticket products that can be validated at the driver TGX console. 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 € and provided that the fare payable does not exceed €;
- (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 using pre-loaded ticket products shall be encouraged to present their Leap Card to the remote SCV where the ticket shall be validated;
- (g) Customers may present a personalised Leap Card with a pre-loaded period pass to the driver TGX console;

8.4.3 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), except in the circumstances set out in paragraph 8.8 of this schedule 8.

8.4.4 Leap cards may have travel credit value or ticket products added to them on board the bus.

8.4.5 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.

8.4.6 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 driver TGX console, a printed paper note which displays the remaining value, products and most recent five journeys. Such notes are not valid for travel.

8.5 Arrangements when ticketing equipment is inoperable

8.5.1 In the event that the remote SCV becomes inoperable, and the driver TGX console remains operable, the driver shall request all customers who wish to use a Leap Card to complete the transaction at the driver TGX console.

- 8.5.2 In the event that the driver TGX console becomes inoperable, the Operator shall immediately (or as soon as is reasonably possible) notify the Authority of the Route, scheduled start time(s) and Trip number(s) of the journey(s) in question. The Operator may operate that Trip, and subsequent Trips that commence within 45 minutes of the time when the driver TGX console became inoperable, and may permit passengers to use the services without payment. Thereafter, the Operator shall not operate any of the Services using the Network Bus, until fully operational ticketing equipment is in place on the bus.

8.6 Ticket annulment

- 8.6.1 In the event of a cash ticket being issued in error the driver shall withdraw the ticket and use the annulment function on the driver TGX console. The withdrawn ticket shall be retained by the Operator for audit purposes, for a minimum of 18 months.
- 8.6.2 The Operator shall not submit cash ticket annulments to the Authority as a claim for reimbursement (as the revenue total is automatically adjusted) but should retain them at the garage for inspection purposes for a minimum of 18 months.
- 8.6.3 In the event that a driver fails to hand in the withdrawn ticket at the end of his/her duty, the annulment shall be treated as invalid and must be added to the revenue total data by way of a manual adjustment.

8.7 Ticket Issued in Error (TIE)

- 8.7.1 Where a ticket has been issued in error but where it is not possible to follow the annulment procedure (set out in paragraph 8.6) the driver shall withdraw the ticket, issue the correct ticket to the passenger and where possible make any necessary cash adjustment. The withdrawn ticket must be appropriately marked with a cross on the front of the ticket and handed in at the end of the driver's duty together with a full written report completed as appropriate on any prescribed form that may be issued by the Authority, detailing the mistake.
- 8.7.2 The Operator shall not submit such written reports and withdrawn tickets to the Authority but should retain them at the depot for inspection purposes for a minimum of 18 months.
- 8.7.3 In the event of a ticket or travel credit on a Leap Card being used in error the driver shall immediately reverse the transaction at the driver TGX console.

8.8 Passenger cannot pay

- 8.8.1 A passenger who cannot pay or who does not have a valid ticket or pass shall be refused travel unless he/she is a vulnerable person (which includes but is not limited to young children, old people, people with disabilities, pregnant women, women or older children travelling late at night and people who are in distress as a result of something happening to them), in which case he/she shall be allowed to travel provided the driver issues the passenger with a 1 cent cash fare ticket.

8.9 Presentation of an Invalid Pass to Driver

- 8.9.1 Where a pass (including a Leap Card or a PSC Pass or staff travel pass) has been presented for travel or Revenue Protection Officer (RPO) which clearly belongs to someone else, the driver shall retain the invalid pass. The customer is then required to pay for their travel by some other means. The invalid pass is to be returned by the Operator to the DEASP within 5 Business Days of retention with a written description of the circumstances.

- 8.9.2 Where a PSC Pass is faulty and fails to read on the driver TGX console or remote SCV the customer should be advised to return the PSC Pass to DEASP for replacement, but shall be permitted to travel on that occasion, and the Operator shall issue a 1 cent cash fare ticket.
- 8.9.3 Leap Cards and PSC Passes reported as lost or stolen are added by the Authority to an electronic 'hotlist' file which is part of configuration data that is distributed to the Operator. When a card that is on the hotlist file on the Ticketing Equipment is presented, the Ticketing Equipment alerts the driver to this. Such passes shall not be used for travel and the passenger is required to use another means of payment.
- 8.9.4 There is no requirement to withdraw hotlisted Leap Cards.
- 8.9.5 Where a PSC Pass is invalid due to being hotlisted, it may be withdrawn.
- 8.9.6 The driver / Revenue Protection Officer (RPO) shall submit any withdrawn pass at the end of his/her duty with details of the circumstances of the withdrawal.
- 8.9.7 The Operator shall submit all withdrawn passes to the Authority within 5 Business Days of withdrawal with a written description of the circumstances.

8.10 Ticket Underpayment found by the Operator's Revenue Protection Officers

- 8.10.1 If a Revenue Protection Officer (RPO) encounters a passenger in possession of a ticket that is valid for part of their current journey, but not their entire journey, the RPO may request the passenger to pay the excess fare amount to the driver, in which case the RPO shall request the driver to issue an Excess Fare Ticket to the passenger to cover the fare for the unpaid portion of the journey.
- 8.10.2 The details of each excess fare transaction shall be submitted to the Authority in the same manner as other ticket machine transactional and revenue data. The amount of the excess fare shall be paid by the Operator to the Authority in the same manner as all other cash takings at the driver TGX console.
- 8.10.3 The RPO shall not issue an Excess Fare Ticket, and shall not accept payment for excess fares.

8.11 Re-issued Tickets

- 8.11.1 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.

8.12 Refunds

- 8.12.1 In the event that a customer has purchased a ticket or pays with travel credit on their Leap Card, and is then unable to make their journey due to a Services Interruption, the Operator shall refund the cost of the journey to the customer, provided it receives a request from the customer to do so via the Customer Contact Centre, and subject to the customer providing satisfactory evidence that they were unable to complete their journey by an alternative Network Bus or other public transport operator due to the service interruption without incurring additional ticket purchase or Leap Card travel credit costs. The Authority shall provide an online capability for Leap Card travel credit refunds from the Gross Cost Date.
- 8.12.2 Refunds shall not be issued by the driver, except in the case of a Leap Card ticket issued in error, i.e. an immediate ticket reversal transaction as set out in paragraph 8.7 above.

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

8.13 Concessionary Scheme

- 8.13.1 The Operator shall facilitate the DEASP free travel scheme and shall electronically record the use of the PSC Passes for free travel issued by the DEASP as a ticket transaction. The ticket transaction shall record the Stop at which each passenger using a PSC Pass boards a Network Bus.
- 8.13.2 The Operator shall facilitate any other travel concession scheme as the Authority may require from time to time. The Operator shall provide all information and assistance reasonably required by the Authority in relation to any such scheme.
- 8.13.3 The Operator shall cooperate in any survey of passengers undertaken by the Authority, DEASP or any other body with responsibility for travel concession schemes, in relation to the use of a travel concession scheme.

8.14 Other passes or ticket types

- 8.14.1 Additional to those outlined above, there may be a small number of other publicly available tickets or passes that are valid for travel on the Operators services. In addition, certain CIE staff may be entitled to free travel on the Operators services where they possess the relevant travel entitlement pass. The validity of such tickets or passes will be as set out in Annex A to this Schedule 8 or may be notified on a case-by-case basis by the Authority.
- 8.14.2 Subject to the required agreements being in place, where there are disruptions on the networks of other transport operators, the Operator may be required to allow these other operator's passengers to access the Operator's services by agreement with the Authority, on presentation of the appropriate ticket or pass as notified by the Authority.
- 8.14.3 The number and time of transaction for each type of ticket or pass referred to in paragraphs 8.15.1 and 8.15.2 accepted on the Operator's services shall be recorded on the driver TGX console or remote SCV if the ticketing equipment supports this.

8.15 Ticket transaction data and reporting

- 8.15.1 At the end of each Operational Day the Operator shall ensure that all ticketing equipment has successfully uploaded its ticket transaction data.
- 8.15.2 The Operator shall identify any ticketing equipment that has not successfully uploaded its transaction data and shall take all reasonable actions to upload the transaction data.
- 8.15.3 The Operator shall maintain records of ticketing data, including all transactions and revenue data, and provide to the Authority (or its agents or contractors) full ticketing equipment transaction data for each Operational Day for each Trip on each Route, including the ticket type, value, time and Stop of each transaction, and including Leap Card travel credit, Leap Card ticket product, PSC Passes, cash fare tickets, Excess Fare Tickets, 1 cent fare tickets and Extra Cash Payment receipts, as well as any other data extracted from the Ticketing Equipment (including issued Standard Fares Notices and Unpaid Fare Tickets), in agreed electronic format, within one Operational Day of the Operational Day to which the data relates, or in accordance with other requirements that the Authority may set out from time to time.

- 8.15.4 The Operator shall supply Leap Card transaction data for each Operational Day to the Authority via the server referred to as the ITSAP by 11am the following Operational Day, as described in the 'ITS Requirements' document.
- 8.15.5 The Operator shall provide daily and weekly ticket transaction and revenue reports to the Authority, summarising the ticketing data referred to in paragraph 8.16.3 above, to the Authority, within 2 Business Days after the Sunday of each week.
- 8.15.6 Where full electronic data is not available for the reports listed in paragraphs 8.16.5 above, the Operator shall provide the Authority with such other information and documentation as the Authority shall reasonably require in respect of passenger journey, revenue receipts and ticket issue in place of the electronic data. The information referred to shall be delivered or transmitted in a form agreed between the Operator and the Authority, and at such intervals as are set out in paragraph 8.16.5 above.
- 8.15.7 The Operator shall provide to the Authority any other such other information in respect of passenger journey, revenue receipts and ticket issue as the Authority may reasonably require from time to time.

8.16 Handling of discrepancies

- 8.16.1 The Operator shall, with the reports required per paragraph 8.16.4 and 8.16.5 above, include an analysis of any discrepancies between the data produced by the Ticketing Equipment and the reports produced by the Authority and available to the Operator, showing the actual value and volume of Leap Card travel credit, Leap Card ticket and PSC Pass transactions received and processed by the Authority. The Operator shall reconcile such reports against its own records (including reports produced by the Ticketing Equipment prior to the uploading of this data to the Authority). The reports shall also list the Route, Originating Stop departure time and Trip number of all Services where on board driver TGX console or remote SCV was not operational.
- 8.16.2 The Operator shall notify the Authority immediately it becomes aware of a significant discrepancy in the reconciliation of the ticketing data against the Leap scheme reports (where the determination of significant shall be decided by the Authority and notified to the Operator from time to time).
- 8.16.3 The Operator shall, with the reports required per the paragraph 8.16.5 above, include an analysis of any discrepancies between the data produced by the Ticketing Equipment and Non-Leap ticket values and volumes.
- 8.16.4 The Operator shall provide all reasonable assistance to the Authority in the investigation of any discrepancies discovered by the Authority
- 8.16.5 Where applicable, or as requested by the Authority, the Operator shall implement remedial action to prevent reoccurrence of the issues leading to any discrepancies.
- 8.16.6 The Operator shall be responsible for any discrepancies or errors which result in a loss of Leap or Non-Leap Fares Revenue to the Authority including errors in Leap Card or cash fare transaction processing, errors caused by the malfunction of the Ticketing Equipment, the use of illegal tender, any illegal tampering, theft and other cash losses, and shall indemnify the Authority against such lost revenue to the extent that such loss occurs as a result of any act or omission by the Operator otherwise than in accordance with the terms of the Agreement.

- 8.16.7 The Operator shall pay the Authority the value of fares transactions as calculated from transaction data produced by the Ticketing Equipment, plus the sum of any fares overpayments received less any cash fare underpayments, where such sum is greater than zero.

8.17 Period Reports

- 8.17.1 Prior to the provision of the commencement of the Operator's obligations under section 8.15 the Operator shall provide the Period Passenger, Revenue and Ticketing Report and supporting information as set out in Schedule 18, : Records and Reporting Requirements and including the details set out in Annex B to Schedule 18

8.18 Revenue Handling and Handover to Authority

- 8.18.1 The Operator shall be fully responsible for all Fares Revenue including Standard Fare Revenue in their care and shall provide all necessary measures in accordance with good industry practice to safeguard the Fares Revenue.
- 8.18.2 The Operator shall ensure that all revenue handed over to the Authority in accordance with this Schedule 8 is net of any adjustments calculated and authorised in accordance with this Schedule and the Operator shall provide such information as the Authority may reasonably require in support of such adjustments.
- 8.18.3 The Operator shall manage the collection of all monies received or collected from passengers in respect of travel on the Services from Network Buses and from other locations as may be necessary to enable the Operator to meet its obligations under the Agreement.
- 8.18.4 All monies received or collected from passengers in respect of travel on the Services shall belong to the Authority and shall be at the Operator's risk until it is paid to the Authority in accordance with this Schedule 8.
- 8.18.5 The Operator shall transfer all Fare Revenue collected in cash in the bus fare box or vaults to the depot office at a minimum frequency of once every 2 Operational Days. The Operator shall maintain a record of the cash collected by bus, and by date or dates when the cash was collected on board each bus to support all bank lodgements.
- 8.18.6 All cash lodgements to the Authority's bank account shall be by a recognised cash-in-transit operator, employed by the Operator. The Operator shall take all reasonable precautionary measures to safeguard both the collection and delivery of cash fare revenues to the designated bank account. The maximum amount of cash permitted to be held on site at the Operator depot shall be as agreed by the Authority and the Operator (acting reasonably) from time to time.
- 8.18.7 The Operator shall ensure that all cash fare revenue is lodged to the Authority's nominated bank account by EFT (or other means as the Authority may notify the Operator from time to time) within 4 Business Days of the Operational Day when the revenue was collected.

8.19 Calculation of Fares Revenue to be Handed Over to the Authority

- 8.19.1 The monies due to the Authority pursuant to paragraph 8.19 shall be:
- (a) The amount of revenue receipts identified by the data provided by the Ticketing Equipment, including Excess Fare Ticket Revenue, Extra Cash Payment revenue 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 to the amount of revenue due to 8.20.1(a) above in respect of the issue of tickets in the circumstances set out in paragraph 8.8 "Passenger cannot pay" subject to the provisions in paragraph 8.22 "Adjustments to Ticketing Equipment Data"

(c) Plus any adjustments to the amount of revenue receipts at 8.20.1(a) above in respect of invalid ticket annulments as set out in paragraph 8.6 "Ticket Annulment"

8.19.2 All payments pursuant to paragraph 8.20.1 above shall be supported by such documentation including identification of the Operator, the route, the day or days of operation to which the receipts refer, as the Authority may from time to time require.

8.19.3 The Operator shall maintain daily records of cash fare revenue and provide revenue reports to the Authority at the frequency and with the level of detail required by the Authority. Such reports shall show records of Fares Revenue by fare type collected by the Operator and shall be in a format notified by the Authority to the Operator from time to time.

8.19.4 Revenue information shall be recorded by the Operator and reported to the Authority in summary spreadsheet, using Forms 1A and 1B as set out in Annex B to this Schedule 8, or other standard reporting formats as may be agreed by the Authority and the Operator from time to time. This information shall be provided to the Authority by the Thursday following the end of the operating week (which runs from Monday to Sunday), or at such other intervals as the Authority may require.

8.19.5 The Operator shall, in the reports required per paragraphs 8.20.3 and 8.20.4, include an analysis of any discrepancies between the data produced by the Ticketing Equipment and the actual amount collected and lodged to the bank account.

8.20 Adjustments for Ticket Annulments

8.20.1 Adjustments to the amount of revenue receipts pursuant to paragraph 8.19.1 (c) must be made for unsupported ticket annulments in accordance with the provisions set out in paragraph 8.6 "Ticket Annulment".

8.20.2 In the event that the Operator is found to have failed to make the appropriate adjustments in any Period, the Authority shall be entitled to claim payment for all unsupported ticket annulments in the Period in question. The Authority shall also be entitled to deduct a sum equivalent to the value of the unsupported ticket annulments in the Period in question for every Period prior to the Period in question up to (but excluding) the last Period in which the Authority last verified by means of audit, inspection or other investigation the Operator's declarations in relation to unsupported ticket annulments, or to the commencement of this Agreement to a maximum of 12 prior Periods. The Authority may elect not to make such deductions for all or any of the earlier Periods where the Operator demonstrates to the satisfaction of the Authority that unsupported ticket annulments in those earlier Periods were correctly reported. The Authority may either invoice the Operator for all such unsupported ticket annulments or set off those sums against the Period Payment for the next Period following the calculation of all such unsupported tickets.

8.21 Adjustments to Ticketing Equipment Data

- 8.21.1 Any adjustment to the amount of revenue receipts pursuant to paragraph 8.20.1(b) must be made only in accordance with the provisions set out in paragraph 8.8 “Passenger cannot pay”, and the Operator shall provide all supporting information and forms referred to therein.
- 8.21.2 In the event that it is discovered, or the Authority reasonably has grounds to believe, that the Operator has made adjustments pursuant to paragraph 8.20.1(b) which the Operator was not properly entitled to make, (an “Invalid Adjustment”) the Operator shall pay to the Authority immediately (whether demanded or not) all sums deducted from revenue receipts in respect of such Invalid Adjustments.

8.22 Misallocation of Fares Revenue

- 8.22.1 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 pursuant to this Schedule 8 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 pursuant to this Agreement, then subject to paragraph 8.23.2 the Operator shall:
- (a) pay forthwith to the Authority all Fares Revenue (calculated in accordance with paragraph 8.20) 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 accordance with paragraph 8.19.7 to the date when payment is received by the Authority;
 - (b) pay forthwith to the Authority all costs and expenses incurred by the Authority in investigating 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 under paragraph 8.23.1(b) 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 8.23.1(a)
- 8.22.2 The Operator shall not be liable to pay over any sums or interest pursuant to either 8.23.1(a) or 8.23.1(c) to the extent that Fares Revenue properly attributable to the Services has been paid to the Authority in respect of any other bus passenger services operated by the Operator under contract to or by agreement with the Authority, but the Operator shall be liable for any costs in respect of paragraph 8.23.1(b).
- 8.22.3 The Operator shall co-operate fully with any investigation carried out by the Authority pursuant to paragraph 8.23.1(b), and shall make available all necessary records, documents and information, including any relating to other bus services operated by the Operator which are under contract to or by agreement with the Authority.
- 8.22.4 For such period as the Authority is conducting any investigation pursuant to paragraph 8.23.1(b) and until all sums shown to be properly attributable to the Services have been paid to the Authority, the Authority may withhold a proportion of the Period Payment for each Period equal to any sum calculated in accordance with paragraph 8.23.1(a). All such sums withheld shall be paid by the Authority to the Operator following payment of all sums due under paragraph 8.23.1(a), 8.23.1 (b) and 8.23.1(c).

8.22.5 If, as a result of any investigation under paragraph 8.23.1(b), it is discovered that the Operator has paid to the Authority any sums which were not properly attributable to the Services, such sums shall be set off against any sums due to the Authority under this paragraph 8.23 or shall be paid by the Authority to the Operator.

8.23 Rights of access to, and audit of, ticket transaction and revenue data

8.23.1 The Authority, its employees, agents and contractors shall have the right to audit ticket transaction and revenue data. The Operator shall on demand provide Authority auditors with all reasonable co-operation and assistance in relation to each audit, including

- (a) all information requested by the Authority within the scope of the audit;
- (b) reasonable access to Operator Properties and Network Assets; and
- (c) reasonable access to Staff

8.23.2 The Operator shall ensure that all financial records are maintained in accordance with generally accepted accountancy principles, practices and policies in Ireland. The Operator shall maintain systems which accurately record and control the Operator's handling of Fares Revenue and payment of the same to the Authority, Ticketing Equipment, and any other equipment or items provided by the Authority or its agents or contractors to the Operator for the provision of the Services as follows:

- (a) the Operator's allocation of Ticketing Equipment to vehicles and/or staff;
- (b) the location of Ticketing Equipment;
- (c) ticket transaction and sales information to cash paid in;
- (d) the Operator's procedure for dealing with paying in irregularities (e.g., more or less cash being paid in, than is being accounted for on the Ticketing Equipment);
- (e) the Operator's procedure for ensuring that all on-bus Fares Revenue collected on the Services is allocated to the Services and that the correct Fares Revenue is paid to the Authority; and
- (f) the location of equipment, other than Ticketing Equipment, and other items provided by the Authority its agents or contractors;

and shall undertake regular checks of and document these systems in order to test their success and put in place such measures as are necessary to eliminate any shortfalls in these areas.

8.23.3 The Operator shall provide to the Authority as required details (including full documentation) of the systems adopted in accordance with the requirements of paragraph 8.24.2 above and any other data security procedures adopted by the Operator to maintain accurate and reliable records of sales information. The Authority or its agents and contractors shall have the right to audit all such systems.

8.23.4 The Operator shall at its own expense comply with any reasonable recommendations of the Authority in relation to amendment or implementation of procedures relating to the above.

8.23.5 The Operator shall keep all records relating to revenue including a garage terminal receipt for each duty operated or in the absence of this, the contents of each ticket machine

waybill issued, including driver that waybill is issued to, the bus ID, date and time of issue and amount, for a minimum of 12 months, all data from the Ticketing Equipment for a minimum of 12 months, and all accounting records for a minimum of 7 years provided that if data, records or information shall fall into more than one of the aforementioned categories such data, records or information shall be kept for the longer period indicated.

- 8.23.6 The Authority or its agents shall have a right of access, on giving reasonable notice, to the Operator's premises in order to exercise the rights of audit set out in paragraph 8.24.1 to 8.24.5 above, and in order to inspect Fares Revenue receipt information, Ticketing Equipment, and any other equipment or item provided by the Authority or its agents or contractors to the Operator and any other accounting records or supporting information kept by the Operator relating to the provision of the Services.
- 8.23.7 The Authority's employees, agents and contractors shall have the right to take copies of such records and information referred to in paragraph 8.24.1 to 8.24.5 above as are necessary in connection with any audit carried out pursuant to paragraph 8.24.1 to 8.24.5 above. The Operator shall allow copies to be taken on its reprographic equipment at no cost to the Authority.
- 8.23.8 In the case of Ticketing Equipment and any other equipment or items provided by the Authority or its agents or contractors to the Operator, the Authority reserves the right to instruct the Operator to carry out its own audit of this equipment and items in such form as the Authority may reasonably request and provide the results of such audit to the Authority.
- 8.23.9 The Operator shall provide read-only access to all records to enable inspection by the Authority or the Authority's nominated third party when required.
- 8.23.10 The Operator shall cooperate with the Authority in maintaining its ability to access the Ticketing and Fares Revenue Database for the Services remotely to create, print and view reports.
- 8.23.11 The Operator shall allow the Authority or a suitably qualified independent auditor nominated by the Authority, access to all the records during the Contract Period and for a reasonable period afterwards (being not less than seven years from the date of creation of the relevant Record or two years following termination of this Agreement, whichever is the later). Any such access shall be on reasonable prior written notice at any time during normal business hours for the purposes of auditing or otherwise inspecting the records.
- 8.23.12 The Operator will afford to the Authority all reasonable assistance in the carrying out of such audit. The Authority and its auditor will ensure that any information obtained in the course of the audit concerning the Operator's business is kept in the strictest confidence and not used for any purpose other than the proper conduct of the audit.
- 8.23.13 The costs of any audit referred to in this schedule shall be borne by the Authority save where any such audit reveals underpayments of whichever is the lesser of € or 1% of the payments paid to the Authority under this Agreement in the immediately preceding financial year of the Authority, when all such audit costs shall be paid by the Operator in addition to any other amount payable under the foregoing provisions of this schedule 8..

Annex A: Fares for the Services

Refer to most recent applicable Fare Determination at <https://www.nationaltransport.ie/public-transport-services/fares-determinations/>

Annex B: Tickets accepted for travel the Services

Refer to most recent applicable Fare Determination at <https://www.nationaltransport.ie/public-transport-services/fares-determinations/>

Annex C: Revenue Return Forms (to be provided weekly to Authority's Representative in electronic spreadsheet format)

NATIONAL TRANSPORT AUTHORITY: REVENUE RETURN						FORM 1A		
OPERATOR: __	GARAGE: __		ROUTE NO: __			WEEK ENDING SUNDAY __/__/__		
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TOTAL
Electronic Ticket Machine (Driver TGX Machine) Total €								
PLUS or MINUS Miscellaneous Adjustments Total €								
PLUS Standard Fares revenue (= Number of Standard Fares Notices issued x €)								
Final Revenue Total €								

		Total	
--	--	-------	--

Annex D: Revenue apportionment arrangements for shared (i.e. interoperable) tickets

1.1 Background

- 1.1.1 This Annex is for information only. It describes the revenue apportionment system for shared (i.e. interoperable) tickets implemented by the Authority on behalf of all participants in the Leap card scheme. The Authority, or its agent, may require assistance from the Operator from time to time in relation to the apportionment calculations.

1.2 Leap Card Revenue Apportionment on Shared Tickets

- 1.2.1 The Leap card supports 'coupon tickets' whereby cardholders can avail of single journeys or unlimited services for a single day (depending on the conditions of the ticket) for a fixed number of occasions. Where the ticket can be utilised across a number of transport operators, revenue shall be apportioned based on activity levels (i.e. number of journeys) across the relevant transport operators. The apportionments shall be agreed in advance for each calendar year based on historical activity levels and reviewed on an annual basis.
- 1.2.2 The Leap card supports 'periodic tickets' whereby cardholders can avail of services for a fixed period of time (e.g. a week, a month etc. depending on the conditions of the ticket). Where the ticket can be utilised across a number of transport operators, revenue shall be apportioned based on activity levels (i.e. number of journeys) across the relevant transport operators. The apportionments shall be agreed in advance for each calendar year based on historical activity levels and reviewed on an annual basis.

1.3 Leap Card Daily Reconciliation Process

- 1.3.1 Within 1 Business Day of receipt of the daily settlement reports from the Leap scheme setting out any amounts payable to the Authority in respect of Leap fare revenue, the Authority or its agent shall complete the daily reconciliation process. Where applicable, the Authority or its agent shall submit claims to the Leap scheme in the agreed manner and ensure they are monitored up to and including payment.
- 1.3.2 The Authority or its agent shall ensure that net settlements due from the Leap scheme to the Authority are lodged directly to the Authority's bank account within the agreed timeframe.

Schedule 9: Integrated Ticketing Requirements

9.1 General

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

9.2 Transaction Data

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

9.3 Actionlists and Hotlists

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

9.4 Device Configuration Data

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

9.5 Device Reliability

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

9.6 Advance Notice of Changes

- 9.6.1 The Operator shall, except in case of an emergency release which will be advised to the Authority, notify the Authority in writing a minimum of 5 (five) Working Days in advance of the implementation of any changes to their fare collection system, depot computer system or central computer systems where such change may have a negative effect on the use of Leap

Cards by the public. The Operator shall participate in regular change control board meetings to discuss such changes. The Authority shall determine whether such negative effects occurred based on the topics of contacts to the Leap Card call centre and/or complaints or contacts to the Authority.

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

9.7 Monitoring

- 9.7.1 The Operator will co-operate with the Authority in monitoring of continuous compliance with these service levels. The Authority may from time to time request the Operator to report on the Key Performance Indicators related to the ITS, which may include:

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

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

Schedule 10: Revenue Protection

10.1 Revenue Protection

10.1.1 The Operator shall enforce the Bye-laws in relation to ticketing and fares collection in respect of the Services, and shall ensure the following:

- that the fare structure and methods of purchasing tickets are clearly published or available for inspection on board each Network Bus ;
- that customers are made aware, by means of regular information messages on the Network, of the revenue protection measures in place and the consequences of not having a valid ticket or validated Leap Card.

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

10.1.3 The Operator shall comply with the Revenue Protection Plan approved as part of the Operating Plan.

10.1.4 The Operator shall update and submit to the Authority an updated Revenue Protection Plan for each Contract Year. The updated Revenue Protection Plan shall include an analysis of performance in the previous Contract Year and proposed performance improvement measures. The Authority shall approve or give comments on the updated Revenue Protection Plan within 10 Business Days of its receipt. If the Authority comments on the updated Revenue Protection Plan, the process contemplated by this paragraph 10.1.4 shall be repeated until the Authority approves the Plan.

10.2 Standard Fares

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

10.2.2 The Operator shall ensure that proper records of all notices in relation to and demands for Standard Fares issued and Standard Fares paid are kept, and shall provide Standard Fare reports in accordance with the requirements set out in Schedule 8 and under Standard Fares in the Period Passenger, Revenue and Ticketing Report and supporting information as set out in Annex B to Schedule18: Records and Reporting Requirements.

10.2.3 The Operator shall implement an appeals process for passengers who wish to appeal the imposition of a Standard Fare. Any passenger in receipt of a Standard Fare notice shall be informed of his/her right of appeal on receipt of the Standard Fare notice and in any further correspondence about the Standard Fare. The right of appeal shall be clearly stated on the Standard Fare notice with the Website address, call centre telephone number and address, and the timeline within which an appeal must be lodged.

10.2.4 The appeals process shall be clearly documented and made available in writing and on the Operator website to all passengers who wish to access it. The appeals process shall be fair and transparent, and passengers shall be informed in writing the reasons why their appeal has been accepted or rejected.

- 10.2.5 The Operator shall implement an enforcement policy for the prosecution of passengers who do not pay a Standard Fare. The Operator shall make full use of all court appearance dates available to it, for the purpose of bringing such prosecutions to court.
- 10.2.6 The amount of Standard Fares paid by the passengers to the Operator in any Reporting Period ("Revenue") shall be included in the calculation of the Period Payment for that Reporting Period.

10.3 Standard Fare Commission

- 10.3.1 The Standard Fare Commission for a Reporting Period shall be calculated by multiplying the number of Standard Fares actually paid by passengers on the Network during that Reporting Period by € (not subject to Indexation).

10.4 Permitted Fare Evasion Threshold and Fare Evasion Deduction and Incentive Payments

- 10.4.1 Within 1 year of the Operating Commencement Date the Authority shall engage an independent survey firm to undertake initial Fare Evasion Surveys over a period of at least two Reporting Quarters. The Authority will consult the Operator on the survey methodology, and the method for calculating the Fare Evasion Rate in advance of commencement of the surveys. On completion of the surveys, the Authority will provide the results of the survey to the Operator, and, based on the results of the survey, propose an overall Fare Evasion Rate, above which a Fare Evasion Deduction would apply (the "Permitted Fare Evasion Threshold").
- 10.4.2 The Operator shall provide any comments it may have on the proposed Permitted Fare Evasion Threshold within 15 Business Days of its proposal by the Authority. The Authority will then notify the Operator of its decision in relation to the Permitted Fare Evasion Threshold, and the Permitted Fare Evasion Threshold shall apply from the date set out in the notification.
- 10.4.3 In advance of the establishment of the Permitted Fare Evasion Threshold as set out in paragraphs 10.4.1 and 10.4.2 above, an interim Fare Evasion Threshold of 1.5% shall apply.
- 10.4.4 Where the Authority identifies an overall Fare Evasion Rate in excess of the Permitted Fare Evasion Threshold for any Quarter, the Authority shall apply a Fare Evasion Deduction or Incentive to payments due to the Operator, in accordance with the methodology set out in Schedule 19: Performance Payments and Deductions. The Operator may also be requested to prepare a rectification plan in relation to revenue protection procedures for the approval of the Authority.
- 10.4.5 The results of Fare Evasion Surveys undertaken in the previous Quarter will be reported to the Operator, and will be used to calculate any Fare Evasion Deductions that may be due, in accordance with the methodology set out below and in Schedule 19: Performance Payments and Deductions.
- 10.4.6 The Operator shall facilitate access by the Authority's independent contractor to the Network at any time to carry out the Fare Evasion Surveys.

10.5 Fare Evasion Survey procedure

- 10.5.1 The Fare Evasion Surveys will take place on board buses by means of face-to-face interviews with a randomly selected sample of passengers. The survey sample will be selected using a

multi-stage stratified sampling technique. A number of buses will be randomly selected from strata broken down according to route, day type and time band. These buses will be used as a starting point for selecting random clusters of passengers. The results of the Fare Evasion Survey will be weighted by line, day type, time band and trip length to minimise sampling bias.

10.6 Sample Size

- 10.6.1 The number of passengers interviewed during each Fare Evasion Survey will be sufficient to ensure that the overall Fare Evasion Rate for Services, calculated from each Fare Evasion Survey will provide a statistically robust sample size.

10.7 Fieldwork

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

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

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

10.8 Fare Evasion Loss

- 10.8.1 For each passenger surveyed during the Fare Evasion Survey, Fare Evasion Loss is the difference between the fare actually paid by the passenger and the fare that the passenger should have paid, expressed as a proportion of the fare that the passenger should have paid.
- 10.8.2 For passengers with a valid ticket a Fare Evasion Loss of zero is assigned, as no revenue has been lost. If a passenger has no ticket a Fare Evasion Loss of 1 is assigned to indicate that all revenue has been lost.
- 10.8.3 For passengers who have an invalid ticket the Fare Evasion Loss is calculated based on the type of invalidity. For example, an adult passenger in possession of a child ticket is allocated a Fare Evasion Loss based on the difference between the price of the child ticket and the price of the adult ticket for the journey undertaken as follows:

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

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

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

10.9 Fare Evasion Rate

10.9.1 The Fare Evasion Rate is the average of the Fare Evasion Losses for all passengers surveyed during the Fare Evasion Survey, and expressed as a percentage.

10.10 Fare Evasion Survey Report

10.10.1 The Fare Evasion Survey will cover representative operating days, and also cover a representative sample of time periods and services. The survey will be completed by the end of the relevant Quarter. The Authority shall provide the Operator with a report of the results of each Fare Evasion Survey within twenty Business Days of the completion of the Fare Evasion Survey. The Fare Evasion Survey Report will include the following information:

- (a) the overall Fare Evasion Rate;
- (b) the Fare Evasion Rate for each Route or group of Routes;
- (c) the Fare Evasion Rate broken down by day type and time band;
- (d) breakdown of invalid tickets; and
- (e) reasons given for having no ticket.

Annex A: Standard Fares Notice

Indicative Standard Fare Notice

SFN No: XXX

Ref No: YYY

Bus No: ZZZ

Date: DD / MM / YY Time: HH : MM

Date of Birth: DD / MM / YY

Name of Parent or Guardian: _____

Title: _____ Forename: _____

Surname: _____

Address: _____

ID provided: _____

Issued between / at _____ and _____

Reason for SFN: _____ Authorised agent ID _____

I understand that providing false name and address information to an authorised Person is punishable by fine of up to €XXX under [Relevant Act]. I understand that this SFN constitutes a legal document.

Signature of passenger: _____

Schedule 11: Operation and Maintenance of Network Assets

11.1 Authority Network Assets

11.1.1 The Operator shall:

- (a) protect, preserve, operate and maintain the Authority Network Assets;
- (b) comply at all times with its obligations in relation to Authority Network Buses as outlined in the Lease Agreement with the Authority dated 12th November 2018.
- (c) take such steps as may be necessary for the safekeeping of Authority Network Assets; and
- (d) keep them in good repair and condition (fair wear and tear excepted) and with good appearance and, in the case of Authority Network Buses, roadworthy,

in each case, as applicable, in accordance with Legal Requirements, Good Industry Practice, instructions and procedures issued by the Authority to the Operator from time to time, including the manufacturers or suppliers operating and maintenance manuals, recommendations or similar.

11.2 Non-Authority Network Assets

11.2.1 To the extent not provided by the Authority in accordance with this Agreement, the Operator shall provide or arrange for the provision of all other Network Assets ("Non Authority Network Assets") as are necessary or desirable for the provision of the Services in accordance with, and to satisfy the requirements of, this Agreement, including:

- (a) Operator Properties;
- (b) Network Buses other than Authority Network Buses;
- (c) infrastructure which includes but is not limited to the provision of
 - (i) communication network for the transfer of data from CCTV camera equipment from the Network Buses; and an on-board customer public Wi-Fi network;
- (d) systems and equipment (including but not limited to ticketing equipment and back office, AVL equipment and back office, next stop announcement system, special tools, spare parts, support vehicles that may be required or desirable for the maintenance and operation of the Authority Network Assets in the provision of the Services).

11.2.2 The Operator shall:

- (a) protect, preserve, operate and maintain the Non-Authority Network Assets;
- (b) take such steps as may be necessary for the safekeeping of Non Authority Network Assets; and
- (c) keep them in good repair and condition (fair wear and tear excepted) and with good appearance and, in the case of Network Buses, roadworthy

in each case, as applicable, in accordance with Legal Requirements, Good Industry Practice, instructions, including the manufacturers or suppliers operating and maintenance manuals, recommendations or similar.

11.3 Particular Requirements in relation to the Operator Sites

11.3.1 The premises at which the Operator stores the Network Buses when not in use (the “Operator Site”) shall provide (at a minimum) a sealed hard-standing area for Network Buses and appropriately marked out and signed access and egress routes in accordance with Legal Requirements.

11.3.2 The Operator shall be responsible for the provision of security measures at the Operator Sites to safeguard the Network Assets.

11.3.3 All Authority Network Buses shall be stored at the Operator Sites at all times when not in use unless by prior Approval, save where the Authority Network Buses are stored at a third party location for the purpose of carrying out the Maintenance Activities .

11.3.4 The Operator shall not alter the location of the Operator Sites without prior Approval.

11.3.5 For the term of the Agreement, the Operator shall permit and facilitate the Authority or its Contractors to enter onto the Operator Site for the purpose of inspection of Authority Network Buses or the installation or routine or corrective maintenance of any Network system that the Authority may wish to install, including on non-Authority Network Buses.

11.3.6 Entry onto the Operator Site is subject to compliance with the Operator’s health and safety requirements and Legal Requirements.

11.4 Defects and damage to Network Assets

11.4.1 The Operator shall be responsible for monitoring the performance of the Network Assets, identifying defects and damage to the Network Assets, and for notifying the Authority of defects in the Network Assets to the extent that such defects materially affect the ability of the Operator to provide the Services.

11.4.2 In the event that the Operator becomes aware of any defect or damage to the Network Assets, the Operator in consultation with the Authority where necessary, shall take all steps as are in the circumstances reasonable to mitigate any risk to safety.

- (a) Without prejudice to Schedule 19, the Operator shall minimise the effect of any defect or damage to the Network Assets on the ability of the Services including where appropriate rectify or procure the rectification of the defect or damage to the Network Assets as soon as is reasonably practicable;
- (b) if the defect or damage to the Network Asset is either not capable of rectification or it is uneconomic to rectify such defect or damage, the Operator shall replace or procure the replacement of the Network Asset which is the subject of the defect or damage with an asset of similar (or better) age and condition as the Network Asset being replaced with all due speed,
- (c) subject to paragraph 11.4.2(d), restore the Services to a state where they can be operated in accordance with Agreement as soon as reasonably practicable;

- (d) without prejudice to its obligations to comply with the Performance Standards and unless otherwise agreed with the Authority, to the extent that the rectification or replacement or the procurement of the rectification or replacement of a Network Asset will affect the ability of the Operator to perform the Services or a portion thereof for a period longer than 2 days, the Operator shall procure a temporary replacement of the affected Network Asset in order to restore the Services, until such time as the replacement or rectification of the Network Asset is completed; and
- (e) in respect of the repair or replacement of an Authority Network Bus, the Operator may substitute for the damaged or defective or written off Authority Network Bus any Network Bus provided that such Network Bus is of equivalent specification, state of repair and roadworthy condition to the Authority Network Buses as specified in Schedule 3 for that Route, with prior Approval until such time as Authority Network Bus is repaired or replaced.

11.4.3 The Operator shall take part in such meetings as may be necessary and otherwise co-ordinate and co-operate with the Authority to arrange for rectification or replacement (as appropriate) of defects, damage or loss to the Network Assets.

11.4.4 The Operator shall maintain and retain records in relation to the use, modification, maintenance, repair or replacement of Network Assets.

11.5 Authority Network Bus Delivery

11.5.1 The process for delivery of Authority Network Buses shall be in accordance with the requirements of the Lease Agreement dated 12th November 2018.

11.5.2 An Authority Network Asset shall be at the Operator's risk and responsibility from the date such Authority Network Asset is delivered to the Operator to the time of return to or collection by the Authority whether or not fitted to any Authority Network Asset, provided separately or installed at the Operator's premises.

11.5.3 Title and property in any Authority Network Assets shall at all times remain with the Authority (or, where the Authority has procured that any third party provides the Authority Network Asset, with that third party if so agreed between the Authority and the third party).

11.5.4 The Operator shall at its own expense register the Authority Network Buses and pay any registration fees, licence fees, vehicle inspection fees, Taxes, tolls or other costs and expenses payable in connection with the registration, use and/or licensing of the Authority Network Buses for the duration of the Agreement.

11.6 Inspection of Authority Network Assets

11.6.1 The Authority and or such persons nominated by the Authority shall be entitled (and the Operator shall facilitate such entitlement) during normal business hours or outside normal business hours, on reasonable notice, to inspect or test the Authority Network Assets and records, and shall make available suitable inspection and/or testing facilities as the Authority may particularly specify (for the avoidance of doubt which may include but not be limited to the provision of covered serviced facilities, access to utilities and welfare facilities). For the purposes of inspecting the Authority Network Assets, the Operator shall procure that the Authority is authorised to enter onto any land or into any premises at which any Authority Network Asset may be from time to time located. Entry onto any land or any premises is subject to compliance with the Operator's health and safety requirements and all applicable health and safety legislation.

- 11.6.2 The Authority may at any time following an inspection of the Authority Network Assets prepare condition reports that identify remedial or replacement works necessary to be undertaken, (in stipulated timeframes) in the opinion of the Authority, by the Operator to keep the Authority Network Assets in good repair and condition (fair wear and tear excepted) and with good appearance and roadworthy.

11.7 Authority Network Assets Maintenance Activities

- 11.7.1 At a minimum, in maintaining the Authority Network Assets in accordance with paragraph 11.1, the Operator shall carry out or procure to have carried out:
- (a) routine maintenance, including that as more particularly described in paragraph 11.8 ("Routine Maintenance Activities");
 - (b) corrective maintenance, including that as more particularly described in paragraph 11.9 ("Corrective Maintenance Activities"); and
 - (c) warranty repairs, including that as more particularly described in paragraph 11.10("Warranty Repair"),
- (Collectively, the "Maintenance Activities").
- 11.7.2 For the avoidance of doubt, the Operator shall not be permitted to reduce the level or detail of Maintenance Activities at any time during the Contract Period.

11.8 Routine Maintenance Activities

- 11.8.1 The Operator shall undertake or procure to have undertaken routine maintenance activities which shall include but not be limited to the implementation of the following activities:
- (a) the implementation of a regular and frequent inspection and monitoring regime of the Authority Network Buses to comply at a minimum with Legal Requirements;
 - (b) planned regime of regular and frequent testing of parts or components, instrumentation security features and safety features and similar of the Authority Network Buses;
 - (c) planned cleaning regime of the Network Buses, which shall be at such frequency and intensity to keep in as far as reasonably practicable each Network Bus clean, free from rubbish, stains and graffiti and in good appearance at all times.
 - (d) planned regime of regular and frequent servicing of the Authority Network Assets, which shall include fuelling of the Authority Network Buses;
 - (e) planned regime of inspection of, and planned replacement of, parts before they fail;
 - (f) facilitate and fully cooperate with the Authority in their planned painting regime to preserve the aesthetic appearance and finish of the exterior of the Authority Network Buses, which is anticipated to be at a frequency of 4 year intervals for Class 1 vehicles and 5 year intervals for Class 3 vehicles. Vehicle classification as per Economic Commission for Europe of the United Nations (UNECE) Regulation 107;
 - (g) facilitate and fully cooperate with the Authority in their planned regime of replacement of seat foam and re-covering of passenger seats, which is anticipated

to be at a frequency of 5 year intervals for both Class 1 and Class 3 vehicles. Vehicle classification as per Economic Commission for Europe of the United Nations (UNECE) Regulation 107;

- (h) facilitate and fully cooperate with the Authority in any planned renewal of wax underseal which is anticipated to be at a frequency of 4 years intervals for Class 1 vehicles and 5 years intervals for Class 3 vehicles. Vehicle classification as per Economic Commission for Europe of the United Nations (UNECE) Regulation 107;
- (i) facilitate and fully cooperate with the Authority in any planned mid-life overhaul which is anticipated to be at a frequency of 6 year intervals for Class 1 vehicles and 5 year intervals for Class 3 vehicles. Vehicle classification as per Economic Commission for Europe of the United Nations (UNECE) Regulation 107;

11.9 Corrective Maintenance Activities

11.9.1 The Operator shall undertake or procure to have undertaken corrective maintenance activities which shall include but not be limited to the following activities:

- (a) repair or replacement of parts of Authority Network Assets in connection with making good of damage of whatever nature;
- (b) rectification or remedying of defects and impending defects to the Authority Network Assets which could have safety or operational implications, as necessary; and
- (c) measures for the prompt recovery of Network Buses which fail during service.

11.10 Warranty Repair

11.10.1 The relevant forms of third party warranties already entered into by the Operator are set out in Annex B to this Schedule 11 [(the "Third Party Warranties")].

11.10.2 Upon delivery of new models of Authority Network Buses, the Operator shall enter into the relevant form of third party warranty for such buses.

11.10.3 The Operator shall undertake or procure to have undertaken warranty repairs, which shall include but not be limited to the following activities:

- (a) planned preventative measures to comply with the requirements of, and to preserve the eligibility for reliance on, any particular provision of the Third Party Warranties;
- (b) the Operator shall not do or cause to be done anything that would invalidate any of the Third Party Warranties;
- (c) if during the period upon which any Third Party Warranty may be relied on the Operator becomes aware of any defects in the Authority Network Buses, including any part or component thereof, the Operator shall promptly notify the provider of the warranty manufacturer of such defects and provide the Authority with a summary of such issues on a Quarterly basis ;

11.10.4 The Operator shall be responsible for liaison with the provider of the warranty or its agent (as agreed) in respect of the repair, replacement or making good the defect under warranty and shall agree a programme of works and timescale with the manufacturer to rectify the defect and/or to exercise such other rights as may be available under the Third Party Warranties.

11.11 Substitutions, Replacements and Renewals of any parts of Authority Network Assets

11.11.1 All substitutions, replacements and renewals of Authority Network Assets or any part of an Authority Network Asset shall thereby immediately be deemed to become part of the Authority Network Asset and accordingly becomes the property of the Authority.

11.11.2 In the event of any substitutions, replacements and renewals of any part of Authority Network Assets, the substituted, replaced or renewed part shall be returned to the Authority unless by prior Approval.

11.11.3 In the case of paragraph 11.11.1, on such replacement the Operator shall take all steps and do all things as may be necessary or as the Authority may require to be done to ensure that title to such Authority Network Assets vests in the Authority.

11.12 Timing of Maintenance Activities

11.12.1 The Operator shall ensure that all routine maintenance, corrective maintenance and warranty maintenance activities are planned and performed in a manner so as not to prejudice the provision of the Services.

11.13 Modification of Authority Network Assets

11.13.1 The Operator shall not modify, alter or change any Authority Network Assets without prior Approval (save for those modifications required by the manufacturer) which may be subject to such conditions as the Authority, at its absolute discretion, considers necessary. Such conditions may include (but are not limited to) the reinstatement of any modification made to the Authority Network Asset prior to the return of the Authority Network Asset. The Operator shall notify the Authority of any modifications proposed to be made, including those required by the manufacturer and the programme of works and timescale for such modifications prior to their implementation.

11.14 Maintenance Management System

11.14.1 The Operator shall maintain a computerised database of records relating to the Maintenance Activities undertaken on Network Assets (the "Maintenance Management System").

11.14.2 The Maintenance Management System shall be of an industry standard type and functionality and the Authority shall have full access to the data contained contemplated in section 11.14.3.

11.14.3 The following shall be recorded as a minimum in the Maintenance Management System:

- (a) a register of Network Assets, including the ordinary location of each Network Asset;
- (b) all routine maintenance activities;
- (c) all corrective maintenance activities; and the reason for the activity;
- (d) all warranty activities, and the reason for the activity;
- (e) all modifications made to Authority Network Assets, and the reason for the modification.

11.15 Maintenance Strategy Plan

11.15.1 The Operator shall comply with the Maintenance Strategy Plan submitted as part of the Operating Plan.

11.16 Annual Maintenance Plan

11.16.1 Within 60 days of the Commencement Date, the Operator shall prepare an Annual Maintenance Plan, which shall derive from the Maintenance Strategy Plan but set out in greater detail the implementation of the Maintenance Strategy Plan for the Contract Year and shall include at a minimum the following elements:

- (a) the then register of Authority Network Assets held by the Operator;
- (b) the condition of the Authority Network Assets;
- (c) the planned maintenance activities for Network Assets
- (d) the scheduled timelines associated with the maintenance activities for Network Assets;

11.16.2 Thereafter, the Operator shall keep under review and revise the Annual Maintenance Plan in respect of each Contract Year and shall ensure that each such revision shall at a minimum include:

- (a) items (a) to (d) in paragraph 11.16.1 above;
- (b) a review of the immediately prior Contract Year to include:
 - i. a review of such Contract Year's planned and actual maintenance activities;
 - ii. explanations in respect of the variations between the planned and actual maintenance activities;
 - iii. results of any audits undertaken and corrective actions implemented; and
 - iv. analyses of Authority Network Asset performance, including trend analyses; and
- (c) a draft plan for the remainder of the Contract Period comprising:
 - i. a look-ahead in relation to Authority Network Asset maintenance activities for the remaining Contract Years; and
 - ii. such other items that the Authority may specify from time to time.

11.16.3 The Annual Maintenance Plan shall be submitted to the Authority for Approval, as part of the partial draft Annual Contract Review referred to in Schedule 17, within 40 Business Days of the expiry of the Contract Year.

11.16.4 The Authority shall approve or give comments on the draft Annual Maintenance Plan within 20 Business Days of its receipt. If the Authority comments on the draft Annual Maintenance Plan, the Operator shall take into account the comments received and shall revise the draft Annual Maintenance Plan and submit the revised Annual Maintenance Plan within 20 days of its receipt of the Authority's comments. The Authority shall either approve the revised draft or make comments on the revised draft within 10 Business Days of the Authority receiving the revised draft of the Annual Maintenance Plan. If the Authority comments on the revised draft of the Annual Maintenance Plan, the process contemplated by this paragraph 11.16.4 shall be repeated until the Authority approves the relevant revised draft provided that the period for submission of the revised draft and for approval or comment by the Authority shall be 5 Business Days in each case.

11.16.5 Upon the draft Annual Maintenance Plan being approved by the Authority, it shall be the “Annual Maintenance Plan” for the purposes of this Schedule and the Operator shall comply with it.

11.17 Authority Network Buses

11.17.1 The Operator shall operate only Network Buses that meet the requirements of Schedule 3 for each Route.

11.17.2 Where in order to provide the Services (or to comply with an instruction in a Variation Order), the Operator requires a lesser amount of Authority Network Buses than the number provided by the Authority under this Agreement, then the Operator shall request the Authority to accept, or the Authority shall require, the return of the Authority Network Buses not in use, subject to the requirements of paragraphs 11.5 (Authority Network Bus Delivery) and paragraphs 11.29 to 11.32 of this Schedule.

11.17.3 In accordance with Clause 28.3 (d) *Changes and Variations to Services*, the Authority may, at any time during the Contract Period, by giving the Operator a minimum of 20 days advance notice to the Operator, replace any Authority Network Bus with an alternative Authority Network Bus, which shall be subject to the provisions of paragraph 11.5 (Authority Network Bus Delivery). The Authority Network Bus being substituted shall be subject to the provisions of paragraph 11.29 to 11.32 of this Schedule.

11.18 Equipment Installed on Authority Network Buses

11.18.1 The Operator shall ensure that each Authority Network Bus is fitted with the required AVL, ticketing, Wi-Fi, CCTV and any other equipment and associated software necessary for the operation of Services.

11.18.2 The Operator shall ensure that all on-board equipment is operational on an Authority Network Bus prior to entering service.

11.18.3 The Operator shall ensure that all on-board equipment is operated whilst the Authority Network Bus is in service.

11.18.4 The Operator shall not without prior Approval from the Authority substitute or use additional items of equipment to those provided on the Authority Network Bus or as otherwise contemplated by this Agreement.

11.18.5 The Authority may replace or install at its own expense or in accordance with Clause 28.3 (d) *Changes and Variations to Services*, require the Operator to replace or install and operate (in accordance with any instructions issued by the Authority) any equipment (including but not limited to ticketing, AVL, CCTV, next stop announcements and Wi-Fi equipment) on Network Buses, provided that:

- (a) the Authority gives the Operator reasonable written notice of when such equipment is to be installed; and
- (b) such installation is at such times which do not prejudice the ability of the Operator to provide the Services.

The Operator shall bear all costs of making the Network Buses or facilities available to the Authority in connection with matters contemplated by this paragraph 11.18.5, provided it does not affect the provision of the Services.

11.18.6 In the event that equipment of any type is provided to the Operator by the Authority, the Authority may issue a code of practice or guidelines in relation to such equipment and the Operator shall comply with any such Code of Practice or Guidelines as amended by the Authority from time to time.

11.19 Ticketing Equipment Data

11.19.1 The Operator shall be responsible for the management of all ticketing equipment data and provision of data to the Authority in accordance with the requirements set out in Schedule 8 (Ticketing and Fares Collection) Schedule 18 (Records and Reporting Requirements) and Schedule 25 (Data Acquisition).

11.20 Operator Responsibilities in relation to maintenance of AVL System

11.20.1 The Operator shall be responsible for the provision and maintenance of the AVL System across the Operator's fleet of Network Buses.

11.20.2 The Operator shall identify suitably-trained staff ("AVL System 1st Line Staff") in the correction and import of Operator supplied data.

11.20.3 The Operator shall ensure that AVL System 1st Line Staff are responsible for the correction and import of Operator supplied data, and equipment reset as required.

11.20.4 All other software or system issues shall be notified by the Operator to the Operator's AVL System supplier by phone, or email or by creating a ticket on the Operator's supplier's web-based reporting tool (if applicable), within 30 minutes of identification of an issue.

11.20.5 In the case of a software or system issue which has a severe impact on on-line or real-time functionality, including, but not limited to:

- (a) loss of entire system functionality;
- (b) critical software error in on-board equipment;
- (c) one or more inoperable dispatcher workstations;
- (d) failure of communication with a significant number of Network Buses; or
- (e) failure of WLAN system;

then the Operator shall also notify the Authority by email within 30 minutes of identification of the issue.

11.20.6 The Operator shall identify suitably-trained staff ("AVL Hardware 1st Line Staff") in 1st level support of faulty AVL equipment, which shall include removal and replacement of faulty AVL equipment to the Operator's AVL system supplier for repair.

11.20.7 The Operator shall ensure that AVL Hardware 1st Line Staff are responsible for 1st level support of faulty AVL equipment, which shall include removal and replacement of faulty AVL equipment within 2 hours of identification of the issue.

11.20.8 In the event that the agreed trigger level of spares has been reached then the Operator shall inform the Operator's AVL system supplier by email, and shall inform the Authority by email.

11.20.9 The Operator shall manage and keep safe from damage spare equipment at each Operator Property location.

11.21 Particular Requirements in relation to CCTV Equipment

11.21.1 Where screens are provided on board a Network Bus for the display of CCTV images, the Operator shall ensure such screens are operational at all times when the Network Bus is in passenger service.

11.21.2 The Operator shall be responsible for the storage of CCTV footage. All CCTV footage shall be retained for a minimum period of 4 days after recording, or for other period as may be specified by the Authority.

11.21.3 Subject to the provisions of Schedule 30 the Operator shall supply specified CCTV footage to the Authority within 5 Business Days of an Authority request.

11.21.4 The Operator shall be responsible for the management of requests for CCTV footage generated on the Network Buses to assist in accident investigations, and investigation of crimes by Gardaí.

11.21.5 The obligations contemplated by this paragraph 11.21 are in all cases subject to each Party's obligations under Data Protection Law.

11.22 Particular Requirements in relation to On-Board Passenger Wi-Fi Services

11.22.1 The Operator shall be responsible for the provision, operation, maintenance and management of passenger Wi-Fi services, in accordance with the general requirements below.

11.22.2 Data connectivity for passenger Wi-Fi services to be provided by the Operator shall be 3G or 4G enabled or greater and any future installations shall be 4G enabled or greater.

11.23 Passenger Wi-Fi System Back Office, Licences, Permissions

11.23.1 The Operator shall use an appropriate industry-standard back office application to manage all passenger Wi-Fi Services on board Network Buses.

11.23.2 The Operator shall obtain and maintain for the duration of this Agreement all permissions, licences and consents necessary for the Operator to provide the required passenger Wi-Fi services.

11.24 Passenger Wi-Fi Services security

11.24.1 The Operator shall have procedures in place to ensure internal and external security of its own computer systems and of the data, including, without limitation, procedures for preventing unauthorised access, preventing, detecting and excluding viruses, Trojan horses, worms, time bombs, spyware or other computer programming code or defects that are intended to damage the computer systems or data, compromise computer security or disrupt services and/or loss of data and for taking and storing on-site and off-site back-up copies of software and data.

11.24.2 The Operator shall take appropriate security measures against unauthorised access to, or unauthorised alteration, disclosure or destruction of, personal data, in particular where the processing involves the transmission of data over a network and against all other unlawful forms of processing and that it shall take all reasonable steps to ensure that persons

employed by the Operator are aware of and comply with the relevant security measures as aforesaid.

11.25 Passenger Wi-Fi Services reports and Performance Payments

11.25.1 The Operator shall operate and maintain the passenger Wi-Fi services equipment in accordance with Good Industry Practice, and shall manage or procure the maintenance of passenger Wi-Fi services equipment and network to ensure that the passenger Wi-Fi services performance standards set out in paragraph 19.15 of Schedule 19 are met.

11.25.2 The Operator shall provide reports to the Authority each Reporting Quarter on the overall status of the passenger Wi-Fi services.

11.26 Passenger Wi-Fi Services and Data Protection

11.26.1 The Operator shall comply with all Data Protection Law and Clause 7 and Schedule 30 of this Agreement.

11.26.2 To the extent that the operation of the passenger Wi-Fi Services involves the processing by the Operator of personal data controlled by Authority, the Operator shall:

- (a) only collect and process the personal data strictly in accordance with applicable laws including without limitation the Data Protection Acts, the terms of this Contract and Authority's instructions from time to time;
- (b) take appropriate technical and organisational security measures against unauthorised or unlawful processing of and access to, or unauthorised alteration, disclosure, loss, damage or destruction of, personal data, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and to ensure that persons employed by the Operator and other persons at the Operator's facilities at which the Services are provided are aware of and comply with the relevant security measures aforesaid;
- (c) not disclose or permit the disclosure of the personal data to a third party in any circumstances other than at the specific request of Authority or as required by law;
- (d) implement such technical and organisational security measures to guard against the loss, destruction, corruption, unauthorised disclosure or alteration of personal data as are required to comply with its obligations under the Data Protection Acts;
- (e) promptly comply with any request from Authority requiring the Operator to amend, transfer or delete the personal data;
- (f) keep a record of any processing of personal data it carries out on behalf of Authority;
- (g) promptly inform the Authority if any personal data is lost or destroyed or becomes damaged, corrupted or unusable. The Operator shall restore such personal data at its own expense; and
- (h) indemnify the Authority and keep Authority fully and effectively indemnified and hold Authority harmless from and against all awards, costs, damages, claims, demands, interest, expenses, losses and liabilities of whatsoever nature (including legal costs) arising out of or in connection with or consequent upon any breach by

the Operator, its officers, employees, servants, agents or sub-Operators, of this paragraph 11.26

11.26.3 The Operator shall immediately notify the Authority of any breach of its obligations under this paragraph 11.26.

11.27 Passenger Wi-Fi Services Records

11.27.1 During the term of this Agreement and for the period of 3 years following termination (for whatsoever reason) or expiry of this Agreement the Operator shall keep adequate records of all acts done by the Operator and its employees, agents or third parties in relation to the provision of the passenger Wi- Fi services and shall, at the Authority's reasonable request, make them available for inspection or provide copies to the Authority.

11.28 Network Asset Reporting

11.28.1 The Operator shall provide a report in relation to each Reporting Period on the state of other Network Assets, including issues arising in relation to the operation, maintenance or repair of Network Assets. Issues relating to Authority Network Assets should be presented separately within the report. The report shall be included in the Period Operations Report for that Reporting Period which is required to be provided under Schedule 18 (Records and Reporting Requirements).

11.29 Authority Network Asset Return

11.29.1 The Authority reserves the right to request the return of any Authority Network Asset at any point during the Agreement.

11.29.2 On the date agreed between the Parties for the return of the Authority Network Asset to the Authority (the "Return Date"), the Operator shall

- (a) return the Authority Network Assets requested by the Authority in the condition required by paragraph 11.30(the "Return Condition") (except when so otherwise agreed between the Parties) at a location to be determined by the Authority and that the Operator receives at least 5 Business Days' notification of the return location unless otherwise agreed with the Authority; or
- (b) allow the Authority to remove Authority Network Assets in the Return Condition from the Operator Site or other such Approved location; or
- (c) pay to the Authority a sum equal to the full replacement value in respect of any Authority Network Assets not returned.

11.30 Return Condition

11.30.1 The Operator shall return such Authority Network Assets as contemplated by paragraph 11.29:

- (a) free from any Encumbrance and in good repair, appearance and in roadworthy conditions, fair wear and tear excepted; for the avoidance of doubt, the conditions set out in Annex D to this Schedule, while not exhaustive, constitute acceptable fair wear and tear return conditions and unacceptable fair wear and tear return conditions.

- (b) each Authority Network Bus must hold a valid Commercial Vehicle Roadworthiness Certificate and be in such a condition as to pass all requirements of the a Commercial Vehicle Roadworthiness Test;
- (c) all routine maintenance activities must be completed by the Return Date;
- (d) all corrective maintenance activities must be completed by the Return Date;
- (e) All Authority Network Bus warranty repair activities commenced during the Contract Period shall be completed by the Return date unless otherwise Approved;
- (f) all items of property (including but not limited to any Operator specific signs and notices) shall be removed unless otherwise agreed with the Authority;
- (g) all modifications made to the Authority Network Assets shall be removed and the Authority Network Asset shall be reinstated to its condition prior to such modification unless otherwise agreed with the Authority; and
- (h) the maintenance system and all licences, access permission etc. and all records relating to the Authority Network Assets, including original documentation where required, shall be provided;

(collectively the "Return Condition").

11.31 Exit Condition Inspection

11.31.1 At any time following the notice of termination of this Agreement or in the period six calendar months prior to the Expiry Date of the Agreement, the Authority may conduct an inspection of the Authority Network Assets, with the Operator in attendance.

11.31.2 The purpose of the inspection shall be to prepare a report ("Exit Condition Report") detailing the condition of the Authority Network Assets and determine remedial or replacement works to be undertaken by the Operator to comply with the Return Condition.

11.31.3 .Within 4 weeks of the inspection the Authority shall issue the Exit Condition Report to the Operator.

11.31.4 The Operator may provide any comments on the Exit Condition Report to the Authority within 2 weeks.

11.31.5 Within 4 weeks of receipt of comments from the operator, the Authority may consider, confer with, or seek further information from the Operator prior to issuing the final report.

11.31.6 Upon the final Exit Condition Report being issued by the Authority, it shall be the "Condition Report" for the purposes of this Schedule and the Operator shall comply with it.

11.31.7 The Operator shall bear all costs of the remedial or replacement works determined in the Exit Condition Report.

11.31.8 If any Parties dispute the findings of the Exit Condition Report, the matter may be dealt under the dispute resolution procedure as outlined in Clause 47 of the Agreement.

11.32 Return

11.32.1 On the Return Date, the Authority shall inspect the Authority Network Assets, with the Operator in attendance.

11.32.2 Following the inspection, if the Authority determines that the Authority Network Assets

- (a) comply with the Return Condition, the Return Date is deemed to have occurred in respect of those Authority Network Assets;
- (b) do not comply with Return Condition, the Authority may:
 - i. require the Operator to carry out any outstanding or further remedial/replacement works at the Operator's own cost; in which case the Operator shall pay to the Authority € by way of liquidated damages for each day (or part thereof) that the Authority Network Bus is unable to be returned to the Authority in the condition required by this Schedule until the Return Date is deemed to have occurred in accordance with (a); the Authority acting reasonably, shall facilitate prompt access by the Operator to the Authority Network Bus; or
 - ii. require the Operator to return the Authority Network Asset without the remedial/replacement works and recover from the Operator the reasonable costs of carrying out such works (to be established by the Authority) in which case the Operator shall pay to the Authority € by way of liquidated damages for each day (or part thereof) for every day that the Authority Network Bus is unable to be returned to the Authority in the condition required by this Schedule and until the Return Date is deemed to have occurred in accordance with (a).

11.33 Accessibility Requirements

11.33.1 For Class 1 vehicles, the wheelchair ramp shall be checked on a daily basis before the Network Bus enters service. Where such ramp is found to be inoperable during this check, the Network Bus shall be withdrawn from service and shall not re-enter service until it has been repaired. Vehicle classification as per Economic Commission for Europe of the United Nations (UNECE) Regulation 107

11.33.2 For Class 3 vehicles, upon receipt of a booking requiring use of the wheelchair ramp, the ramps shall be checked on the day for which the booking is required, before the Network Bus enters service. Where such ramp is found to be inoperable during this check, the Network Bus shall be withdrawn from service and shall not re-enter service until it has been repaired. Vehicle classification as per Economic Commission for Europe of the United Nations (UNECE) Regulation 107.

11.33.3 The Operator shall switch off on-board audio or visual announcements where these are not working correctly.

Annex A: Non exhaustive list of Authority Network Assets

All Authority Network Buses as outlined in the Lease Agreement with the Authority dated 12th November 2018

Refer to digital file << Schedule 11 Annex A Non exhaustive list of Authority Network Assets >> link below

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%2011%20Annexes&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

Annex B:1-3: Form of Third Party Warranties to be entered into by the Operator in respect of the Authority Network Buses

Refer to digital file << Schedule 11 Annex B 1-3 Third party warranties >> link below

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%2011%20Annexes&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

Annex C: Passenger Wi-Fi Services

PART 1: OPERATOR RESPONSIBILITIES

1. Overview of operator responsibilities

- 1.1 The Operator will be responsible for the implementation of systems, staff training and management required to enable the provision of passenger Wi-Fi services on board each Network Bus as set out in this Annex.
- 1.2 The Operator shall be responsible for on-going cost of provision, maintenance and management of the services, including all repair and replacement costs and the costs of provision of all necessary SIM cards and management software and systems.

2. Provision of passenger Wi-Fi services

- 2.1 Each Network Bus is fitted with either a Moovbox M340 Wi-Fi or Moovbox M220 Wi-Fi gateway. The operator is responsible for the provision of software to manage and control the passenger Wi-Fi equipment and services. Moovbox equipment fitted on Network Buses requires Moovmanage software for management and control of the passenger Wi-Fi services.
- 2.2 The Operator may propose use of alternative passenger Wi-Fi equipment or software for the provision of the services.
- 2.3 Where the Operator proposes alternative passenger Wi-Fi equipment to that supplied with the Network Bus, the Operator shall provide evidence to the satisfaction of the Authority, prior to installation, that the passenger Wi-Fi services would either meet or exceed the requirements of this Annex.
- 2.4 In the event that alternative on-board equipment is approved by the Authority for use on board Network Buses by the Authority, the operator shall at its own cost remove and store any existing passenger Wi-Fi equipment from Network Buses and at its own cost install and commission new equipment.
- 2.5 Any installation and commissioning of on board Wi-Fi equipment must be done in accordance with a method statement and commissioning document agreed between the Authority (or its agents) and the Operator. The Authority (or its agents) will carry out random quality checks on all completed installations. If at any point it is found that the installation quality is unsatisfactory or if the installation is not to the standard and method as agreed then Operator will be required to revisit and repair all vehicles installed up to that point.
- 2.6 The operator will bear all costs associated with the installation, commissioning, management and maintenance of the alternative equipment and management software and systems.
- 2.7 The Operator shall obtain and maintain for the duration of this agreement all permissions, licences and consents necessary for the Operator to provide the required Wi-Fi services.
- 2.8 Any new equipment installed on Network Buses shall be managed and maintained by the Operator for the duration of the contract, and become the sole property of the Authority upon expiry of the Contract.

3. Remote System Monitoring

3.1 The Operator shall monitor all buses on a daily basis to confirm that data download and GPS functions are operating correctly, including:

- Remote monitoring and management of each Moovbox - hardware, software and communications
- Remote problem diagnosis and resolve of incidents
- Moovbox configurations and security settings
- Software and firmware updates
- Cellular data software and firmware updates
- Quality testing of the Moovbox
- Coordinating corrective maintenance
- Support for preventive maintenance

4. Customer Service and Support

4.1 The Operator shall provide customer service and support in relation to the passenger Wi-Fi services.

4.2 The Operator shall provide customer service and support by phone and email. Customer service contact phone numbers and email addresses and opening hours shall be as described in Schedule 13: Customer Services.

4.3 The Operator shall provide passenger Wi-Fi customer services staff with suitable training to enable them to assist customers with passenger Wi-Fi issues.

5. Report on passenger Wi-Fi service status

5.1 The Operator will provide a report on passenger Wi-Fi services each Period to the Authority, which shall be incorporated into the Period Operations Report as described in Schedule 18. The report shall provide:

- a list of passenger Wi-Fi service failures detected or reported during the Period, the type, extent and duration of each failure, and the actions carried out to rectify the failures;
- the current status of the passenger Wi Fi service on network buses;
- a data usage summary of all devices showing number of unique users, number of sessions, total data downloaded, total data uploaded, average upload per user, average download per user and average session time for that Period;
- number of unique users that have logged onto the system in the Period, including number of new users (new users can be estimated from the number of completed survey forms at login);
- Average user session length, and data usage per session for the Period;
- Total amount of data sent and received in Period
- Any data use limits set if applicable.

6. Equipment Failures

- 6.1 On becoming aware of a failure of any equipment required to provide passenger Wi-Fi services, the Operator will undertake to rectify the fault within 24 hours of this notification. The Operator shall be deemed to have detected a defect as soon as:
- Wi-Fi customer services staff receive customer contact indicating a defect in the passenger Wi-Fi service;
 - The Operator discovers the defect during the regular monitoring of Moovbox (or alternative equipment approved by Authority).
 - The Operator performs a quality test and the defect is detected during such test.
- 6.2 The Operator is responsible for the cost of any spare parts or replacement equipment, including provision, installation, commissioning and on-going maintenance.
- 6.3 The Operator shall ensure that it has sufficient stock of all spare parts to rectify any problems that may arise on Network Buses with passenger Wi-Fi services.
- 6.4 The Operator should maintain a sufficient stock of spare SIM's from the data supplier for the purposes of rectifying any SIM related faults.

7. Wi-Fi management system failures.

- 7.1 If the Operator becomes aware of any faults with the passenger Wi-Fi monitoring and management system (Moovmanage or Authority approved alternative), it will undertake to resolve any failures as outlined in the table below. The Operator will monitor the system using Moovmanage or similar tools to verify the following:
- Terrestrial connectivity
 - System connectivity
 - Operator network
- 7.2 The Operator shall meet the response times set out below:

Severity Level	Description	Response Time	Resolution Time
Critical system failure	Failure of any part of the Moovmanage or alternative system that is essential to the operation of the data download by the on bus customer, such that one or more buses not have a working Wi Fi service.	Within 60 minutes	Within 4 hours
Non-critical system failure	part of the system that provides support or control services but on failure the passengers on the bus can still fully use the Wi Fi data services.	Within 60 minutes	Within 12 hours

8. Passenger web portal

- 8.1.1 The Operator shall implement the Wi-Fi services web portal (“Landing Page”) to Authority design and content requirements, and shall submit the Landing Page design for prior approval of the Authority in advance of implementation.
- 8.1.2 Should the Authority require critical revisions to the Landing page, the Operator shall implement such changes to as soon as possible but not later than 24 hours after an Authority written request. Non-critical updates to the Landing Page shall be completed within two Business Days of an Authority written request.

9. Security

- 9.1 Moovbox (or Authority approved alternative) shall be protected from misuse, attacks and viruses through firewalls and servers on both the passenger and internet side. End-users are further protected from one another by means of routing filters in the wireless on-board network that prevent users from directly accessing each other and spreading viruses.
- 9.2 In case of any identified data security issue, the Operator will immediately notify the Authority and assist and take actions, together with the Authority as required, to resolve the issue.

10. Records to be retained

- 10.1 The Operator shall record data related to end-user activity that can be used to evaluate the passenger Wi-Fi service, including user log-in/log-out time and user-ID. On Authority request, this data shall be submitted to the Authority in electronic format compatible with Microsoft-CRM.
- 10.2 The Operator shall record and maintain records of:
- Moovbox (or Authority approved alternative) defects, including type and status (detected, remedied etc.) and any actions taken by Operator to remedy the defect;
 - Any updates, upgrades or extensions to Moovbox implemented by Operator.
 - Moovmanage (or Authority approved alternative) defects, including type and status (detected, remedied etc.) and any actions taken by Operator to remedy the defect
 - Any updates, upgrades or extensions to Moovmanage implemented by Operator.

11. Disaster Recovery and Business Continuity

- 11.1 The Operator shall maintain a robust disaster recovery system to protect the operation of the passenger Wi-Fi services.
- 11.2 The Operator shall maintain and comply with a suitable written disaster recovery and business continuity system in accordance with Good Industry Practice to ensure the continued performance and operational resilience of the passenger Wi-Fi services.
- 11.3 The Operator shall test the disaster recovery system twice (2 times) per year in cooperation with the Authority.
- 11.4 The Operator shall notify the Authority each time the disaster recovery system is implemented.

- 11.5 If at any time the disaster recovery system fails to meet any material business, regulatory or legal requirements, the Authority may require the Operator to rectify such failure and the Operator will make such required modifications at no cost to Authority.

PART 2: SPECIFICATION OF PASSENGER WI-FI SERVICES**(i) Specification of Passenger Wi-Fi management and control system**

The passenger Wi-Fi shall management and control system shall operate as outlined in the table below.

Serial No.	Description
1	Access to system – System to be accessed via a web based interface in the public Internet domain. Web based interface to allow access from any device.
2	Logon and security – System to be accessed via logon names and secure password. Different accounts to be provided to allow fully controlled and read only access to the system.
3	<p>Monitoring of Wi-Fi System to provide the following functions To allow full monitoring and control of the Network Bus fleet Wi-Fi System by both the Authority and the Operator as may be required by the Authority.</p> <ul style="list-style-type: none"> • Summary of users and data usage for fleet overall. • List of all Wi-Fi units in the fleet showing the status, uptime, WAN signal strength, technology and with the ability to edit the unit identifier. • List of all Wi-Fi units in the fleet showing total data downloaded and uploaded with the ability to set limits per unit. • A summary of user sessions and unique users selectable by individual unit and groups of Wi-Fi units over selectable periods of time. • Summary of user trends in terms of time spent on the Wi-Fi unit, selectable by overall fleet and individual units over varying periods of time. • All Wi-Fi sessions listed by vehicle, time of session, total time online, data down and uploaded and MAC address. • User Surveys – system to provide summaries of user survey results. • Survey details – system to allow viewing and export of survey results to third party spread sheet applications.
4	<p>GPS functionality</p> <ul style="list-style-type: none"> • To provide an overview map showing all fleet vehicles. • Provide an individual map showing the current and historical location of an individual vehicle. • Ability to carry out route surveys showing time connected to each technology with the ability to export this data to third party spread sheet applications for analysis.
5	<p>User limits – system must provide the ability to control and limit the following:</p> <ul style="list-style-type: none"> • Max connection speed per user. • Total data downloaded by any user per session. • Total time allowed connected for any user per session. • Websites that are allowed or disallowed • Ability to block individual user from accessing the system at any time.
6	<p>Splash page and Advertisements.</p> <ul style="list-style-type: none"> • The system must allow the control of the images and text that appear on the Wi-Fi user splash page. • It should also allow the creation and control of advertising campaigns that appear on the web page of the Wi-Fi user. • The system must have the ability to collect passenger surveys information that are located on the splash page, and allow the download of these surveys in standard spread sheet formats. The content and format of these surveys should be configurable by the user of the system.

Serial No.	Description
7	Future developments The system should have the flexibility to be modified in the future to incorporate changes in functionality that may be agreed between the Authority and the Operator.

(ii) Specification of the Wi-Fi equipment

These specifications should be matched or exceeded in any alternative equipment proposed by the Operator

Key Features of the Moovbox M340

- 8 SIM quad, Quad modem
- Intelligent load balancing
- Built in storage for web cache
- EV-DO, HSPA, HSPA+, LTE
- 50-channel GPS Galileo Ready
- 802.11b/g access point
- 3 x 10/100 Ethernet RJ45
- Rugged industrial enclosure
- 12-36V DC
- Remote management
- Inbound VPN access
- E-Mark, FCC, CE compliance

Key Features of the Moovbox M220

- Dual diversity WAN connections
- HSPA, EV-DO, WiMAX and others
- PCI express mini card modems
- Built-in 12-channel GPS
- 802.11b/g access point
- Dual 10/100 Ethernet RJ45
- Rugged industrial enclosure
- 12-36V DC or 120/240V AC
- Remote management
- Inbound VPN access
- E-Mark, FCC, CE compliance

PART 3**Replacement Units for Wi-Fi System Units**

Model number	Description
MBM-120-10	Moovbox M340 Mobile Broadband Gateway
MBM-120-03	External Antenna (GSM/GPS) with pigtail 300mm
MBM-120-07	Wi-Fi Antenna (Patch) 5m cable
MC 7710	Embedded Radio for SIMS (Sierra Wireless) - LTE Modem
FC-100 -03	Wi-Fi on Board window and internal stickers
RW ELC-00448	Antenna to Wan 9m cable

Annex D – Authority Network Bus Fair Wear and Tear and Unacceptable Wear and Tear**Conditions**

Bus element	Fair Wear and Tear	Unacceptable Wear and Tear
General		
General:	The interior and exterior of the Bus must be washed and clean to permit inspection.	Dirty exterior or interior
	The vehicle must be returned with a similar fuel level to that provided.	Low fuel level
	All vehicle keys to be returned.	Missing keys
	No graffiti present on any element of the bus.	Any graffiti present anywhere on the bus.
On-board Equipment		
CCTV equipment	Minor wear and tear (scratches and scuffs) to elements caused by everyday use. System to be operational. No damage to camera lenses.	Any element of missing or broken equipment. System inoperable.
AVL equipment	Minor wear and tear (scratches and scuffs) to fittings caused by everyday use. System to be operational	Any element of missing or broken equipment. System inoperable.
Ticket equipment	Minor wear and tear (scratches and scuffs) to elements caused by everyday use. System to be operational.	Any element of missing or broken equipment. System inoperable.
Fire suppression equipment	Minor wear and tear (scratches and scuffs) to elements caused by everyday use. System to be	Any element of missing or broken equipment. System inoperable.
Wi-Fi equipment	Minor wear and tear (scratches and scuffs) to elements caused by everyday use.	Any element of missing or broken equipment
PA System	Wear caused by normal everyday use	Inoperative microphones and damage covers, Inoperative speakers or damaged speaker covers. Inoperative
Internal Passenger Information Displays	Wear caused by normal everyday use causing light scratches and scuffs	Inoperative or partially operational of Passenger Information Displays. Dim lighting displays.
External Information Displays	Wear caused by normal everyday use causing light scratches and scuffs	Inoperative or partially operational of Information Displays. Dim lighting displays.
Exterior		
Tyres	All tyres to be returned with a tread depth of 50% worn on average, and in such condition to comply with all legal requirements and manufacturers recommendations	Moderate sidewall or tread damage to tyres. No open cuts to tyre surfaces.

Wheels	Light scratches and scuffs to wheel hubs, rims and trims.	Extensive scratching and damage to the wheel hubs, rims and trims.
Bodywork: Livery/paintwork	Very minor fading of paint due to age or weather. Minor differences in paintwork due to use of repainted or replacement panels.	Faded, worn or flaking paintwork. Faded logos. Discernible difference in paintwork between replacement panels. Patchwork of repaired panels or repaired body work. Brush painted repairs
Bodywork: Scratches and Scuffs	Scratches and scuffs to bumpers, stone chippings on the front and low sides of the vehicle and minor scratches to paintwork if the paint surface is not broken	Any scrapes or scratches that expose metal and/or repainting and/or filling is necessary to repair the scrape or scratch.
Bodywork: damage	Isolated minor dents where the surface of the metal is not exposed.	Multiple dents, holes, cracks or other impact damage to bodywork or bumpers. Non matching replacement panels. Damage to panels caused by defective repair.
Corrosion	Light corrosion caused by normal use.	Moderate corrosion from any cause.
Mirrors	Light scratches and scuffs to the mirror casings and arms	Missing cracked or damaged mirrors glass. Heavy scratches and scuffs to the mirror casings and arms
Lights and lenses	All lights and lenses to be intact and operational.	Any broken or cracked lamps and lenses
Doors and Trim	Door opening mechanism to be fully operational	Doors either fully or partially inoperative.
Windscreen, window panes	Minor chips and scratches in glass panels, and in such condition to comply with all legal requirements and manufacturers recommendations. All glass panels to be fitted correctly, secure and watertight. All windows must open fully.	Chips and cracks in any piece of glass. Any etching to glass. Any broken glass panels.
Wheelchair ramp	Light dents to the covers on ramp that do not affect the operation. Minor colour fading to ramp surface.	Ramp either fully or partially inoperative
INTERIOR		
Notices	All manufacturer or safety notices provided on bus to be returned or replacements provided.	Operator specific notices. Missing or damaged manufacture or safety notices.
Seats	Normal wear upholstery caused by day to day use. Minor scratches to seat backs, sides and frames where caused by normal day-to-day use.	Soiled, dirty, torn or burnt seat fabric. Repairs in different fabric type, or different colour fabric used. Fraying or tearing repairs. Heavily scratched seating frames. Deformed seating frame. Repaired seating frames using different materials. Faulty or missing tip up mechanisms required for designated tip up seating.
Flooring	Normal wear to flooring caused by everyday use.	Heavily worn and faded. Any cuts to flooring, lifting of flooring, repair in non-

		matched colours. Any trip hazards caused by repairs.
Hand and grab rails	Worn finishes where caused by normal day-to- day use	Deformed, heavily scratched hand and grab rails. Any non-colour matched repair. Any repair using different type of material.
Bell pushes	Wear caused by normal everyday use.	Broken, inoperable.
Drivers' cab	Normal wear caused by day-to-day use to surfaces, dashboard, switches, steering wheel.	Any damage to the steering wheel, dashboard or instrument panels. Defective switches, non-operative lights, switches, gauges. Steering wheel adjustment inoperative.
	Worn finish to driver's seat where caused by normal day-to- day use. Seat mechanism operational. Doors operational. No cracks, damage or scratches to drivers assault screen.	Driver seat badly deteriorated, torn or damaged coverings. Seat mechanism either partially or fully inoperative. Assault screen, cracked, damaged or excessively scratched so as to impair vision.
Panels (vertical and ceiling)	Normal wear caused by day-to-day use to panels and surfaces.	Damaged, stained, burnt, heavily scratched, etched panels. Repairs with, for example, additional visible rivets or non-matching materials
Heating system (Driver and passenger)	Operative, all parts present.	Partially or fully inoperative.
All safety features, including but not limited to: Fire suppression system; Break glass devices; Escape exits;	All present and fully operative	Missing, damaged or inoperative.

Schedule 12: Management of Security

12.1 Operator security obligations

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

12.1.2 The Operator shall be responsible for

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

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

12.1.4 The Operator shall comply with the "Security Management Plan" submitted as part of the Operating Plan.

12.2 Vandalism

12.2.1 The Operator shall be responsible for all cleaning and repairs resulting from vandalism damage of the Network Assets. The cost of cleaning or repairing vandalism damage shall be borne by the Operator.

12.2.2 The Operator shall maintain the Network Assets, and use its reasonable endeavours to ensure they remain in a state of good repair and free of vandalised equipment, fixtures and surfaces. The Operator shall ensure a timely response to vandalism incidents.

12.3 Security Training

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

12.4 Measurement of Anti-social Behaviour and Vandalism

12.4.1 The Operator shall summarise anti-social behaviour and vandalism by category in the Period Operations Report along with a commentary on the overall trend of anti-social behaviour and vandalism of the Network Assets.

- 12.4.2 The Operator shall report all instances where the Operator suspended or diverted Services due to anti-social behaviour or vandalism in the Period Operations Report , including the time and duration of each withdrawal in the Reporting Period in the Period Operations Report

Schedule 13: Customer Care

13.1 Customers' Charter

- 13.1.1 The Operator shall prepare and keep updated a Customers' Charter and shall provide a copy of the Customers' Charter to the Authority for Approval as part of the Operator's Implementation Plan.
- 13.1.2 The Customers' Charter shall set out the Operator's commitments to passengers using the Network, and shall incorporate the relevant performance requirements set out in this Agreement, and in particular the performance targets set out in Schedule 19.
- 13.1.3 The Customers' Charter shall include but not be limited to
- (a) the Operator's commitments to the passenger;
 - (b) providing a quality bus service;
 - (c) providing an accessible bus service;
 - (d) treating customers equally and accommodating diversity;
 - (e) safety and security of customers;
 - (f) lost property arrangements;
 - (g) informing passengers;
 - (h) paying for the journey;
 - (i) environmental commitments;
 - (j) comments and complaints; and
 - (k) contact information.
- 13.1.4 The Operator shall incorporate a summary of passenger rights under EC Regulation 181/2011 in the Customers' Charter, and shall set out the procedure for making passenger complaints in relation to passenger rights, including contact details, Operator response times and the process for appeals to the Authority, including contact details, in case of dissatisfaction with the Operator's response.
- 13.1.5 The Operator shall state in the Customers' Charter that if a customer is unhappy with any aspect of the service, the customer should contact the Operator in the first instance and that in the event that an unsatisfactory response is received from the Operator, the customer should contact the National Transport Authority at info@nationaltransport.ie.
- 13.1.6 The Authority shall provide the Operator with such comments and amendments as it requires in respect of the Customers' Charter within 20 Business Days of receipt from the Operator. The Operator shall incorporate such comments and amendments into the final Customers' Charter.
- 13.1.7 The Operator shall amend the Customers' Charter to meet changes in the Authority's requirements, which the Authority may require from time to time. The Operator may propose improvements to the Customers' Charter for prior Approval by the Authority (such Approval not to be unreasonably withheld or delayed).

13.1.8 The Operator shall ensure that copies of the Customers' Charter are displayed and available for download in Irish and English on the Operator Website and at Depots, with notices on-board vehicles informing passengers of how they can access the Customers' Charter, as specified by the Authority. The Operator shall also make available paper copies of the Customers' Charter at locations to be agreed with the Authority, including copies in accessible formats, to passengers upon request.

13.1.9 The Operator shall comply with its commitments in the Customers' Charter throughout the Contract Period.

13.2 Customer Service Policy

13.2.1 The Operator shall implement the Customer Service Policy as set out in the Operating Plan throughout the Contract Period. The Parties may agree amendments to the Customer Service Policy from time to time.

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

13.3.1 The Operator shall set out in an accessible format, including on the Operator's Website, complying with WCAG 2.0 level AAA, the 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. It shall also set out in an accessible format the different types of accessibility assistance offered by the Operator or the Authority to customers, and how and where to avail of this assistance.

13.3.2 The Operator shall ensure that all staff receive disability awareness training that identifies the needs of customers with disabilities or special needs as set out in paragraph 13.11 below.

13.3.3 . The Operator shall provide assistance to customers with reduced mobility, disabilities or special needs when requested by such customers. The Operator shall publicise the fact that such assistance is available, including on the Operator's Website. The Operator shall ensure that complaints or requests in relation to customer accessibility matters are notified to its Access Officer.

13.3.4 The Operator shall prepare an Annual Accessibility Report and submit the Report to the Authority no later than the end of March of the following year. The Report shall cover address at a minimum Operator performance and progress in the previous year in:

- ensuring that the Services are accessible to those with disabilities;
- ensuring communications to a person with a hearing or visual impairment are provided in an accessible format;
- ensuring information provided electronically is compatible with adaptive technology;
- ensuring published information relevant to persons with intellectual disabilities is made available in easy to read formats;
- implementation of any other accessibility initiatives; and

- addressing customer accessibility requests, including numbers and categories of requests received, and any significant matters arising in relation to handling of these requests.

13.3.5 If requested, the Operator shall arrange for visits by disabled persons to familiarise themselves with the Network.

13.3.6 The Operator shall prepare a Quarterly Accessibility Report and submit it to the Authority within 20 Business Days of the end of each Reporting Quarter. The report shall cover Operator progress in the previous quarter in relation to the items listed in paragraph 13.3.4 above. It shall also include:

- an action plan, to be updated each Quarter, setting out current and proposed initiatives in relation to accessibility improvements for customers and progress made in implementing current initiatives;
- number, location (stop/station or route), and category of customer accessibility requests or complaints received;
- any issues encountered by Operator in addressing requests or complaints to the satisfaction of customers; and
- any failures to meet customer requests or customer complaints made in relation to the accessibility requirements set out in this section, or in Schedule 19.

13.3.7 The Authority will use the “Code of Practice on Accessibility of Public Services and Information provided by Public Bodies” (NDA) to monitor the implementation of the Disability Act 2005 (Sections 26-28) which provides the statutory basis for making public services and information accessible to people for all public bodies.

13.3.8 The Operator shall organise and attend accessibility user group meetings, to be held on a quarterly basis, which shall comprise Operator representatives and representatives from disability awareness groups in Dublin or Ireland and may comprise other public transport operators in Dublin or Ireland. The aim of the accessibility user group meetings will be to identify issues of concern to passengers with disabilities and special needs and to improve their travel experience on the Network. The Operator shall notify the Authority in advance of accessibility user group meetings to enable the Authority to attend and place items on the agenda if desired. The Operator shall inform the Authority of issues raised during such meetings.

13.3.9 The Operator shall make available its Access Officer to attend meetings on a quarterly basis, or as required, with the Authority and other public transport operators,

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

13.4 Operator Customer Service Centre

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

- 0700 to 1900 Monday to Friday (excluding Public Holidays)
- 0800 to 1800 Saturday, Sunday and Public Holidays (except Christmas Day)
- 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.

13.4.2 The opening times for the Customer Service Centre telephone line and Twitter account shall be made available on the Operator's Website, at bus stations, on-board vehicles, on social media profiles and in email responses.

13.4.3 The Operator shall provide sufficient Customer Service Centre staff to respond to customer queries, comments and complaints during the hours referred to in paragraph 13.4.1. Customer Service Centre staff shall deal with customer communications via telephone, email, Twitter tweets and direct messages, Facebook messages, on-line forms and correspondence by letter.

13.4.4 The telephone number for customers who wish to contact the Operator shall be a single Call Save (1850) number and a geographical landline number (+353) unless otherwise agreed with the Authority. The email address shall be customercomment@buseireann.ie. The Services Twitter account address, which shall be used for all communications relating to Customer Contacts and customer information, shall be customercare@buseireann.ie. No other customer contact telephone numbers, emails or Twitter accounts shall be published by the Operator without the consent of the Authority. The Customer Service Centre shall deal with customer communications including but not limited to the following:

- (a) provision of information on all aspects of the Network including Service frequencies, travel time between main Stops, time of first and last Services on a Route, location of stops, connections to other scheduled bus services, or to local rail or Luas 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 wishing to use the Services;
- (e) issuing customer ID cards for use with tickets;
- (f) dealing with payments and appeals procedure relating to Standard Fare notices;
- (g) dealing with ticket refunds;
- (h) handling public complaints;
- (i) responding to public comments;
- (j) dealing with lost property enquiries.

- 13.4.5 Customer Contact Centre 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 13.
- 13.4.6 The Customer Service Centre shall comply with the Operator's obligations in relation to customer support services for Leap Card set out in the ITS Requirements document.
- 13.4.7 The Operator shall ensure that Customer Service Centre staff shall receive full training relevant to their role. This training shall include but not be limited to:
- (a) relevant Bye-laws
 - (b) Customers' Charter
 - (c) the Operator's Customer Service Policy
 - (d) disability awareness
 - (e) 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.
 - (f) Fare zones/fare stages, tickets, Leap Cards, means of purchase and payment for all ticket types, and location of ticket agents;
 - (g) procedure for dealing with Standard Fare Notices
 - (h) procedure for dealing with ticket refunds
 - (i) procedure for dealing with public complaints
 - (j) procedure for dealing with lost property queries
 - (k) procedure for dealing with queries on service disruptions

13.5 Customer Queries

- 13.5.1 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 and satisfactory manner, without charge to the customer or member of the public.

13.6 Customer Comments and Complaints

- 13.6.1 The Operator shall ensure that all comments and complaints received from customers and members of the public regarding the Services are investigated and responded to, without charge to the customer or member of the public. All comments and complaints shall be recorded in a single database of customer comments and complaints. Such records shall include the date of the entry, nature of comment or complaint, 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.
- 13.6.2 The Operator shall ensure that automated acknowledgements are sent within 1 Business Day of receipt to 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.

- 13.6.3 The Operator shall respond to complaints and comments relating to the Services by the Authority or forwarded by the Authority in the manner and within the timeframes set out in paragraphs 13.6.1 and 13.6.2 above. The timelines referred to in paragraph 13.6.2 shall commence upon receipt by the Operator of the complaint or comment from the Authority.
- 13.6.4 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.
- 13.6.5 Customers and members of the public shall be advised, by means of a message to that effect on all Network Buses, and on the Operator's Website, that they may submit comments or complaints on the Services to the Operator's customer email address or Customer Service Centre telephone number, through the Operator's social media channels, and via an on-line customer comment/complaint form available on the Operator's Website.
- 13.6.6 The Operator shall ensure that procedures for dealing with customer comments and complaints are communicated to all customer-facing staff, and that adequate training is provided to ensure comments are dealt with in a consistent manner by all customer-facing staff.
- 13.6.7 The Operator shall provide such reasonable support and assistance to the Authority as may be requested by the Authority for dealing with comments and complaints from third parties relating to the Network.
- 13.6.8 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, on a periodic basis. The Operator shall forward details of correspondence that requires reply or the attention of the Authority in a timely manner, including proposals in relation to any changes to the Services or substantive concerns in relation to performance of the Services. The Operator shall provide the Authority with a copy of any response to such correspondence at the time of issue. Where the Operator receives correspondence relating to issues which fall within the remit (statutory or non-statutory) of the Authority, the Operator shall reply to such correspondence by directing those bodies to the Authority for a substantive response. In such instances the Operator will assist the Authority in providing material for reply in a timely manner, on Authority request.

13.7 Customer comments and complaints database and reporting requirements

- 13.7.1 The Operator shall maintain a database of customer comments and complaints in relation to the Services, and shall record and store all inbound and outbound customer communications related to comments or complaints in the database.

13.7.2 The database shall provide storage by contact account for:

- (a) audio files (phone calls to or from designated customer contact numbers only)
- (b) text files (all comments, complaints and responses made via website, emails, tweets, Facebook comments, direct messages etc.)
- (c) documents (all comments, complaints and responses by letter, etc.)
- (d) forms (all comments and complaints made via meetings, discussions etc.)

13.7.3 The Operator shall provide the Authority with access to the data and reports drawing on all non-personalised data from the database in a format to be agreed with the Authority.

13.7.4 The Operator shall submit to the Authority 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. Such report shall include for each Reporting Period, the Customer Service reporting requirements and supporting information as set out in Schedule 18, and in the Schedule 18 Annex A "Period Operations and Customer Service Report" reporting template.

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

13.8 Lost Property

13.8.1 The Operator shall develop procedures for dealing with lost property found on the Network, for the Approval of the Authority as part of the Implementation Plan, and once approved shall communicate these procedures to all customer-facing staff. The procedures shall be included in the Customer Service Policy.

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

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

13.8.4 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's Website, to contact the Customer Contact Centre, or the relevant Bus Station. Contact telephone numbers and opening hours shall be provided on the Website.

13.8.5 The Operator shall provide a Lost Property facility at Bus Stations, for the collection by customers of lost property items found on the Network.

13.8.6 The Operator shall place any lost property found on the Network in the Lost Property Office and it make it available for collection by 14:00hrs the following Business Day.

13.8.7 The opening hours of the Lost Property facility at a Bus Station shall be as a minimum the opening hours of the Travel Centre, where present.

13.8.8 Any lost property that is returned to a customer by the Operator shall be done so at a maximum charge to the customer of €

13.9 Social Media

13.9.1 The Operator shall apply a social media policy and guidelines, to be included in the Operator's Customer Service Policy, which:

- (a) draws on current social media and customer contacts best practice;
- (b) is reviewed once a year and updated as necessary;
- (c) is agreed with the Authority;
- (d) details content policy and guidelines;
- (e) details monitoring and responding policy and guidelines;
- (f) details of social media access protocol;
- (g) ensures timely response to all queries and complaints;
- (h) sets out:
 - i. visual appearance;
 - ii. plan for scheduling posts;
 - iii. information provision policy, in particular in relation to service disruptions;
 - iv. commenting policy; and
 - v. Service promotion policy, including promotional content as instructed by the Authority
- (i) complies with Transport for Ireland brand guidelines;
- (j) complies with the Authority's social media procedures; and
- (k) complies with the relevant Data Protection Law.

13.9.2 The Operator is responsible for the management and monitoring of the Services Twitter account. The Operator shall use the Services Twitter account to notify followers in a timely manner of disruptions to Services including significant delays or cancellations, as well as upcoming events that may disrupt Services and, where it is necessary to provide additional information, provide a link in the tweet to the relevant location on the Operator's Website.

13.9.3 The Operator shall respond to customer complaints made via Twitter, providing a link in the tweeted response to the on-line form for customer comments and complaints on the Operator Website.

13.9.4 The Operator shall ensure a response is sent to customer enquiries, comments or complaints made via Twitter within 1 hour during Customer Service Centre opening times, and shall endeavour to provide a faster response time if a query is of an urgent nature.

- 13.9.5 The Operator shall ensure that any customer information on the Services that it tweets from the Services Twitter account or other social media, or includes on the operator's 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.
- 13.9.6 The Operator shall use any other social media account it may maintain in relation to the Services for marketing and notification purposes only, and should include a notice on its social media profile page that comments and complaints in relation to the Services should be made via the on-line customer comments and complaints form on the Operator's Website, via email at customercare@buseireann.ie, or via the Customer Service Centre number. Where appropriate queries sent through the Operator's social media platforms should be directed towards the appropriate communication channels.

13.10 Bus Drivers and Revenue Protection Officers

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

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

- 13.10.2 The Operator shall ensure that bus drivers and Revenue Protection Officers shall receive full training in the legislation relevant to their role.

- 13.10.3 Training for both bus drivers and Revenue Protection Officers shall include but not be limited to:

- (a) health and safety, including first aid where appropriate;
- (b) relevant Bye-laws;
- (c) Customers' Charter;
- (d) the Operator's Customer Service Policy;
- (e) Services information: bus frequencies, travel time between main Stops, time of first and last bus services, connections to onward bus and rail services, etc.;
- (f) Fare stages or zones, tickets, Leap Cards;
- (g) conflict handling;
- (h) procedure for dealing with public complaints, including how to make contact with the Customer Service Centre;
- (i) procedure for dealing with lost property; and

- (j) procedure for reporting incidents and accidents.

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

13.10.5 Training required for Revenue Protection Officers, but not required for bus drivers, shall include but not be limited to:

- (a) usage and docking routines for Leap Card hand held inspection devices; and
- (b) procedure for issuing Fixed Payment notices.

13.11 Disability Training Requirements

13.11.1 JAM Card training shall be provided to relevant new recruits, with renewal training provided to existing customer-facing Staff.

13.11.2 Disability training for customer-facing Staff shall be renewed every 3 years and shall include:

- (a) How to make the public transport service accessible for all
- (b) How to support all passengers especially vulnerable ones or people with hidden disabilities
- (c) To gain a detailed understanding on all types of disabilities including, but not limited to:-
 - i. Mobility issues for all ages and for older people and people with walking frames
 - ii. Wheelchair users
 - iii. Dementia
 - iv. Sight loss
 - v. Hearing loss
 - vi. Speech disorders
 - vii. Mental health issues
 - viii. Learning difficulties
 - ix. Autism
 - x. Brain injuries
 - xi. Parkinson's

Annex A: Contact points for other public transport operators' Customer Service Centres

Transport operator	Telephone	Email	Web
Go Ahead	1850 80 40 71	customercomment@goaheadireland.ie	www.goaheadireland.ie
Dublin Bus	01 8734222	customercomment@dublinbus.ie	www.dublinbus.ie
Irish Rail	01 8366222	customercare@irishrail.ie	www.irishrail.ie
Luas	01 4614911	info@luas.ie	www.luas.ie

Schedule 14: Customer Information

14.1 General

- 14.1.1 The Operator shall designate a member of staff with responsibility for the management of customer information and the management of the Service Level Agreement with the Authority in relation to the provision of customer information set out in Annex A to this Schedule 14. This member of staff shall liaise with the Authority on all matters relating to customer information, and shall attend meetings with the Authority when required.
- 14.1.2 The Operator shall ensure that information relating to timetables, fares and services are readily available to passengers through information provided at stations, in printed materials and on The Operator's website.
- 14.1.3 The Operator shall ensure accessible formats of information are available to customers on request including large print, easy to read, audio, Irish and braille.

14.2 Websites

- 14.2.1 The Operator shall maintain a website ("Website") for the Services to the Authority's requirements.
- 14.2.2 The requirements in relation to the Operator Website are set out in Annex A to this Schedule 14.
- 14.2.3 The Operator shall provide services in relation to the maintenance and development of the Transport for Ireland website

14.3 Operator Apps

- 14.3.1 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.
- 14.3.2 The arrangements for provision of services by Bus Éireann in relation to the provision and management of customer information at bus stops are set out in Annex A to this Schedule 14.

14.4 Bus stops

- 14.4.1 The Authority is responsible for the provision of customer information at bus stops.
- 14.4.2 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.
- 14.4.3 The arrangements for provision of services by Bus Éireann in relation to the provision and management of customer information at bus stops is set out in Annex A to this Schedule 14.

14.5 Network Buses

- 14.5.1 The Operator shall ensure that the correct Route and destination information is displayed on all destination boards on the exterior of the bus at the locations specified in Annex A of Schedule 3.
- 14.5.2 The Operator shall ensure that the correct next stop information is displayed on all passenger information display units present in the interior of the Network wherever specified in Annex A of Schedule 3

- 14.5.3 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, as set out in Annex C to Schedule 3. Arrangements for management of stop infrastructure are set out in Annex B to this Schedule 14.
- 14.5.4 Audio public address (PA) announcements shall be made on board each Network Bus, which shall include the name of the next Stop, in English and Irish, in advance of arrival at the Stop, in accordance with the requirements of the Authority.
- 14.5.5 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 Network 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.
- 14.5.6 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 Network 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.
- 14.5.7 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.

14.6 Support for Authority Journey Planner and Real Time Passenger Information services

- 14.6.1 Annex C to this Schedule 14 sets out Operator requirements in relation to provision of data for use by the Authority's National Journey Planner services
- 14.6.2 Annex D to this Schedule 14 sets out Operator requirements in relation to provision of data for use by the Authority's Real Time Passenger Information services

Annex A: Customer Information Service Level Agreement

Refer to Digital File Schedule 14 Annex A Customer Information SLA below

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%2014%20Annexes&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

Annex B: Stop Infrastructure Service Level Agreement

Refer to digital file Annex B: Stop Infrastructure Service Level Agreement below

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%2014%20Annexes&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

Annex C: 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.

2. Provision of Operator data

- 2.1 The Operator shall provide the Planned Schedule data for the Services in accordance with the requirements set out in Schedule 31. .
- 2.2 At least 8 Business Days in advance of any change in a Timetable, except in the case of unplanned Services Interruptions, or otherwise agreed in advance with the Authority, the Operator shall provide revised Planned Schedule Data to the Authority in accordance with the requirements set out in Schedule 31
- 2.3 Each dataset provided by the Operator must be accompanied by a short metadata statement which shall include:
 - a) Creation date;
 - b) Officer signing off name;
 - c) Why a new dataset was created;
 - d) Validity period
- 2.4 The Operator shall ensure, to the extent required to meet its obligations set out in Schedule 31, that Planned Schedule Data shall
 - (a) be consistent with the Timetable prepared by the Operator and inserted in Annex B to Schedule 2: Service Specification
 - (b) be valid for at least six months of operation to facilitate journey planning in advance.

3. Fitness for Purpose of Operator data

- 3.1 The Authority will produce a log of warnings and errors when certain Operator data quality checks are not satisfied.
- 3.2 When the Authority supplies the Operator of such data quality logs, the Operator Point of Contact shall carry out appropriate remedial actions within 5 Business Days, including any actions that the Authority may specify.

Annex D Real Time Passenger Information (RTPI) – Operator obligations

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 Network 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 is responsible for the timely up loads of and downloads of data to and from Network 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.
- 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 unless otherwise agreed with the Authority.

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

Schedule 15: Communication and Public Relations

15.1 Annual Public Affairs Plan

- 15.1.1 The Operator shall submit an Annual Public Affairs Plan for the forthcoming Contract Year to accompany the draft Annual Contract Review, and in the case of the first year, as part of the Operating Plan. The detailed Plan shall include, but not be limited to describing Public Affairs plans to support launches and other activity outlined in the Marketing SLA.

15.2 Regular Update and Review of the Annual Communications and Public Relations Plan

- 15.2.1 The Operator shall regularly (monthly or more often) update the Authority's Head of Public Affairs in relation to the implementation of the Plan throughout the year. The operator shall make amendments to the plan where necessary and ensure that these amendments are approved by the Authority's Head of Public Affairs.

15.3 Authority Communications

- 15.2.2 The Operator shall support the Authority's public affairs activities in relation to particular initiatives throughout the course of the contract. These initiatives may include campaigns such as Ant-Racism campaigns, route launches, TFI Leap Card and other transport projects.

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

It is generally anticipated to comprise of one A3 landscape frame and two A2 portrait frames located in the passenger salon area of the Authority Network Buses.

Annex B: Ancillary Service – Marketing – Service Level Agreement

Refer to digital file Annex B Ancillary Service – Marketing – Service Level Agreement link below

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%2015%20Annexes&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

Schedule 16: Quality Management

16.1 Quality Management System and Quality Management Plans

16.1.1 The Operator shall develop and implement a Quality Management System and comply with the associated Quality Management Plan as included in the Operating Plan.

16.1.2 The Operator shall, in performing its obligations under the Agreement, comply at all times with the Quality Management Plan.

16.1.3 The Quality Management Plan shall reflect all documentation requirements including but not limited to the Operating Plan. The Operator shall, from time to time, submit to the Authority:

- (a) the results of any of the Operator's own internal quality audits; and
- (b) any changes to the Quality Management System or Quality Management Plan.

16.1.4 Notwithstanding any other provision of this Schedule, the Operator shall provide to the Authority such information as the Authority may reasonably require demonstrating compliance with the Agreement.

16.1.5 The Quality Management System to be implemented by the Operator shall be based upon the following principles:

- (a) appropriate procedures to achieve the requirements of the Agreement;
- (b) provision of relevant training for all levels of management and Staff to implement and fulfil the requirements of the Agreement;
- (c) allocation of sufficient resources including appropriate management resources to implement and fulfil the requirements of the Agreement;
- (d) preparation and maintenance of appropriate quality records to demonstrate full compliance with the Quality Management System and customer requirements;
- (e) preparation and maintenance of appropriate organisational charts including a quality organisation chart to identify the responsibilities, authority and interrelation of all personnel who manage, perform and verify work affecting quality. This chart shall identify the Operator's staff member responsible for quality;
- (f) appropriate audit arrangements to demonstrate compliance with Quality Management System and the Agreement;
- (g) appropriate monitoring of the Operator's Sub-Contractors' quality systems and arrangements to ensure that such Sub-Contractors' quality management systems are compatible, to the extent required, by this Schedule 16.

Schedule 17: Annual Business Plan

17.1 Purpose and Overview

- 17.1.1 The Annual Business Plan forms the framework by which the Authority can review projected capital expenditure related to the Services on an annual basis with the Operator.
- 17.1.2 The Annual Business Plan shall cover the following Contract Year in sufficient detail to assure the Authority that the operator can fulfil its immediate contractual commitments. Any required funding for implementation of the above Plan should be identified where appropriate.

17.2 Content

17.2.1 The Annual Business Plan shall include the following sections:

- Executive Summary;
- Introduction
- Review
 - Review of recent capital investments, with commentary on financial performance and value for money spent.
- Look ahead to next Contract Year, as set out in paragraph 17.2.2
- **Look ahead to end of Contract Period**
 - **A medium term plan, outlining anticipated, capital costs up to the end of the Contract Period.**

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

- (a) Forecast of all capital expenditure projects related to the Services (clearly identifying expenditure items, projected value of works, business case and the anticipated funding sources for each item, including forecast Capital Grants funding from the Authority)
- (b) Proportion of each capital expenditure project allocated to PSO services and the allocation methodology used.
- (c) Operator priority list for Capital Expenditure projects
- (d) Programme for any major Operator capital projects related to the Services
- (e) Projected spending profile for all capital expenditure projects
- (f) Any other elements as may be requested by the Authority from time to time

17.3 Submission Dates and Approval

- 17.3.1 No later than the 31st July of each year, the Operator shall submit a draft Annual Business Plan for the forthcoming Contract Year, containing outline information under all the headings in paragraph 17.2.1 and 17.2.2 for review by the Authority
- 17.3.2 If the Authority has reason to believe that any element of the draft Annual Business Plan has either not been compiled in accordance with the Agreement or has been based on erroneous information or data, they may require the Operator to correct the errors and re-submit the draft Annual Business Plan within ten Business Days of being notified, and in any event no later

than the end of September of each year. This revised draft Annual Business Plan will form part of the Authority's submission to the Department of Transport Tourism and Sport ("The Department") for funding for the next for funding for the next Contract Year.

- 17.3.3 Upon confirmation by the Department to the Authority of the funding available for the relevant Contract Year the Operator shall submit a draft Final Annual Business Plan, containing detailed information under all the headings in paragraphs 17.2.1 and 17.2.2, taking into account the Authority's decisions in relation to PSO or capital funding for the following Contract Year.
- 17.3.4 If the Authority has reason to believe that any element of the draft Final Annual Business Plan has either not been compiled in accordance with the Agreement or has been based on erroneous information or data, they may require the Operator to correct the errors and re-submit the draft Annual Business Plan within ten Business Days of being notified.
- 17.3.5 The Authority shall approve the draft Final Annual Business Plan, with or without amendments, within 10 Business Days of receipt, and it shall become the Capital Expenditure Plan.

17.4 Monitoring

- 17.4.1 Within 30 Business Days of the end of the Quarter the Operator shall report on the actual Capital Expenditure for such Quarter against the spending profile projected in the Annual Business Plan. The Authority may adjust the spending profile as necessary.
- 17.4.2 Any unforeseen Capital Expenditure projects related to the Services not included in the Final Annual Business Plan and which are proposed by the Operator to be either self-funded or funded through the PSO budget shall be subject to the Variation process outlined in Schedule 23.

Schedule 18: Records and Reporting Requirements

18.1 Records to be Kept

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

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

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

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

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

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

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

- a) Records relating to passenger and third party comments, queries and complaints
- b) Records of correspondence and dealings with the Authority
- c) Records of dealings with public liaison committees, public representatives and public interest groups

- 18.1.5 The Operator shall retain a record of all driver TGX console and remote SCV failures for a period of 12 months.
- 18.1.6 Subject to the Data Protection Acts, all records kept by the Operator shall be made available to the Authority within ten Business Days upon request, or other reasonable timescale where agreed with the Authority.
- 18.1.7 Subject to the Data Protection Acts, the Operator shall, upon expiry of the Agreement, hand over to the Authority such records as the Authority requests and shall licence the Authority to use any software or information system required to access and extract the records for a period of at least 1 year following the Expiry Date at no cost to the Authority.

18.2 Period Operations Report

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

18.2.2 The Period Operations Report shall include for each Reporting Period:

- a) an executive summary detailing key operational matters on the Network during the Reporting Period, identifying those within and outside the control of the Operator;
- b) a review or past and forecast of any major infrastructural projects on or near the Network affecting Services;
- c) a summary of major Public Events on or near the Network, that affected Services;
- d) a summary of numbers of Network Buses by depot available for service each day;
- e) any human resources issues including industrial relations disputes affecting the Network;
- f) early warning of works, events or human resource issues likely to disrupt Services and proposed measures to mitigate;
- g) a summary of customer service performance including complaints received;
- h) sections of routes where buses have been unable to pick up passengers due to capacity constraints, identified by route, section, time and frequency of occurrence
- i) Sections of Routes where the Operator suspended or diverted Services due to anti-social behaviour or vandalism and the time and duration of the withdrawal
- j) a summary of sub-contracted Network Buses by Depot and reasons for sub-contracting;
- k) any other issues relevant to the performance of the Agreement or other items required by the Authority from time to time;
- l) a supporting spreadsheet report providing detail in relation to certain items above. The reporting template for this spreadsheet is contained in Annex A: "Period Operations and Customer Services Report Template" to this Schedule 18.

- m) cases in the previous Reporting Period when the Operator accepted Luas or Iarnród Éireann tickets during Luas or Iarnród Éireann service interruptions, and date, time and duration of each case

18.3 Period Customer Services Report

- 18.3.1 The Operator shall, within 15 Business Days after the end of each Reporting Period, provide a Period Customer Services Report for the previous Reporting Period to the Authority. The Report shall summarise complaints by category and be in a format notified by the Authority to the Operator from time to time.
- 18.3.2 The Period Customer Services Report shall include detailed supporting information which shall be submitted in electronic spreadsheet format in accordance with the reporting template contained in Annex A: "Period Operations and Customer Services Report Template" to this Schedule 18.

18.4 Period Passenger, Revenue and Ticketing Report

- 18.4.1 The Operator shall, within 15 Business Days after the end of each Reporting Period provide a Passenger, Revenue and Ticketing Report to the Authority. The Report shall be in a format notified by the Authority to the Operator from time to time.
- 18.4.2 The Report shall include
 - a) a summary of passengers carried during the Reporting Period by Route;
 - b) a summary of revenue collected during the Reporting Period, by Route;
 - c) a summary of revenue protection during the Reporting Period including Standard Fares Notices issued and Standard Fares paid;
 - d) a summary of any prosecutions for fare evasion during the Reporting Period;
 - e) a summary of ticket sales during the Reporting Period;
 - f) a summary of ticket sales and ticket use by ticket type (final Period in each Quarter only, to cover the Reporting Periods in the Quarter);
 - g) Any other issues relevant to the performance of the Agreement or other items required by the Authority from time to time.
- 18.4.3 The Period Passenger, Revenue and Ticketing Report shall include supporting information which shall be submitted in electronic spreadsheet format in accordance with the reporting template contained in Annex B: "Period Passenger, Revenue and Ticketing Report Template" to this Schedule 18.
- 18.4.4 Upon the implementation of the Authority's BI Ticketing reporting system, anticipated to be completed by September 2020, the requirement to prepare this report shall cease.

18.5 Period Cost Report

- 18.5.1 The Operator shall, within 15 Business Days after the end of each Reporting Period provide a Cost Report to the Authority. The Report shall be in a format notified by the Authority to the Operator from time to time.

18.5.2 The Cost Report shall include:

Direct Costs (Route-related costs)

- Driver Payroll
- Craftworkers Payroll
- Engineering Operatives Payroll
- Direct Materials Costs
- Tyres
- Fuel
- Bus Hire
- Staff Costs
- Vehicle Costs
- Maintenance Supervisors Payroll
- Apprentice's Payroll
- Supervisors Payroll
- Direct Staff Pension Costs
- Claims

Overheads:

- Executive & Clerical Payroll
- Engineering Ops Overhead Payroll
- Overhead Pension Costs
- Group Allocations
- Accommodation Costs
- Facilities Staff Payroll
- IT Costs
- Building Maintenance
- Other Overheads
- Depreciation and Interest
- Financial Charges
- Separated Costs associated with the following SLAs:

- Travel Information Production & Posting
- Stop Provision & Maintenance
- Marketing

18.5.3 The Cost Report shall include Periodic and year-to-date summaries and shall include a comparison against budget and the previous year.

18.6 Quarterly Operations Report

18.6.1 The Operator shall, within 30 Business Days of the end of the previous Quarter, provide a report on certain operational aspects of the Services, including a summary of

- (a) Percentage of operated Network Buses cleaned inside and out each day in previous Quarter
- (b) A summary of safety performance (including vehicle collision and passenger accidents) and summary of security performance (including vandalism and anti-social behaviour).
- (c) A summary of environmental performance during the previous Quarter, including energy consumption, fuel efficiency, waste generation, carbon and other pollutant emissions and noise and vibration reports. The summary should include trends in environmental performance, in graphical form, over the contract period.
- (d) any environmental complaints (including noise and vibration complaints) received
- (e) CVRT test pass rates for Network Buses, with categorisation of reasons for test failures (required for Q2 Operations Report and Q4 Operations Report only).
- (f) any significant issues related to the maintenance of Network Assets, including buses and other equipment and infrastructure relating to the provision of Services
- (g) State of Network Assets, and any issues arising in relation to Network Assets that may affect provision of the Services.
- (h) A summary of dealings with public liaison committees, public representatives and public interest groups.
- (i) Details of any incidents of fly tipping or illegal dumping at any depot site during the Quarter.

18.6.2 The Quarterly Operations Report shall include a supporting spreadsheet, which shall be submitted in electronic format in accordance with the template included in Annex C to this Schedule 18, providing detail in relation to certain items above.

18.7 Quarterly Customer Service Performance Report

18.7.1 The Operator shall, within 30 Business Days of the end of the previous Quarter, provide a report on certain customer service aspects of the Services, including a summary of

- (a) Percentage of data supplied to the Authority and available in the correct format for use by Authority customer facing channels including Apps and RTP1 signs

- (b) Number of scheduled kilometres operated with ticket equipment not containing current actionlist actionlist, hostlist and fares configuration data
- (c) Aggregate number of Business Days recorded across network where passenger Wi-Fi repair standards were not achieved
- (d) Aggregate number of Business Days recorded across network where CCTV repair standards were not achieved
- (e) Number of instances where service desks not open to customers during the opening hours set out in Schedule 13
- (f) Number of instances where customer service centre not open to customers during the opening hours set out in Schedule 13
- (g) A summary of the customer complaint acknowledgement response times categorised by letter, email and tweets compared to the targets set out in Schedule 13
- (h) A summary of customer complaint substantive response times compared to the target set out in Schedule 13
- (i) Number of instances where lost property office not open to customers during the opening hours set out in Schedule 13
- (j) Number of Business Days delay in announcement of timetable changes on Operator Website
- (k) Number of Business Days delay in announcement of fares changes on Operator Website
- (l) Summary of cyber-security reporting metrics as specified in Schedule 32

18.7.2 The Quarterly Customer Services Performance Report shall include a supporting spreadsheet, which shall be submitted in electronic format in accordance with the template included in Annex G to this Schedule 18, providing detail in relation to certain items above,

18.8 Period Performance Report

18.8.1 The Authority shall issue an Period Performance Report, which shall include the complaint rate, preliminary punctuality, EWT and Lost Service Kilometres performance of the Services in the previous Period and the final punctuality, EWT and Lost Service Kilometres performance of the Services in the Period previous to that.

18.9 Quarterly Service Quality Performance Report

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

18.9.2 The Operator shall submit a Quarterly Service Quality Performance Report within 30 Business Days of the end of the previous Quarter, setting out details of its performance for that Quarter for each Service Quality Indicator that it is required to measure, as set out in Table 19-2 of Schedule 19.

18.9.3 The Operator's Service Quality Performance Report shall include a supporting spreadsheet, which shall be submitted in electronic format in accordance with the template included in Annex E to this Schedule 18, setting out contractual performance for the previous Quarter against Service Quality Indicators set out in Table 19-2 of Schedule 19.

18.9.4 Following receipt of all necessary information the Authority shall set out calculations of Service Quality Performance Payment due for the previous Quarter and the overall Service Quality Performance Payment due for that Quarter in accordance with Schedule 19: Performance Payments and Deductions.

18.10 Quarterly Punctuality and Lost Kilometre Performance Reports

18.10.1 The Authority shall issue the Operator separate Quarterly Lost Kilometre and Punctuality Reports, setting out the final results for Punctuality, EWT and Lost Kilometres for each period within the previous Quarter. The reports shall outline the aggregate of all applicable deductions or incentive payments that may apply as outlined in Schedule 19: Performance Payments and Deductions.

18.11 Quarterly Fare Evasion Survey Reports

18.11.1 The Authority shall issue the Operator Fare Evasion Survey Reports within 20 Business Days of the end of the previous Quarter, setting out the final results for Fare Evasion for each period within the previous Quarter. The reports shall outline the aggregate of all applicable deductions or incentive payments that may apply as outlined in Schedule 19: Performance Payments and Deductions.

18.12 Report corrections

18.12.1 If the Authority has reason to believe that any element of the Operator Reports set out in 18.2 to 18.11 above has either not been compiled in accordance with the Agreement or has been based on erroneous information or data, they may require the Operator to correct the errors and re-submit the Report within five Business Days of being notified.

18.13 Report preparation methodology

18.13.1 The Operator shall submit a draft report (the "Methodology Report") to the Authority within 40 Business Days of the Commencement Date setting out the methodology proposed for calculating performance, costs or revenues for each item included in the Operator Reports set out in paragraphs 8.2 – 8.9 above.

18.13.2 Within 10 Business Days the Authority shall either approve the draft Methodology Report or request amendments or clarifications to the Report,

18.13.3 Where the Authority requests amendments or clarifications to the draft Methodology Report the Operator shall submit a revised draft Methodology Report within 10 Business Days.

18.13.4 The process outlined in paragraphs 18.13.2 and 18.13.3 shall be repeated until the Authority approves a draft Methodology Report, at which point it shall become the Methodology Report

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

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

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

Annex A- Period Operations and Customer Services Report Template

Refer to digital file <<Schedule 18 Annex A Period Operations and Customer Services Report Template >> link below

Annex B - Period Passenger, Revenue and Ticketing Report Template

Refer to digital file << Schedule 18 Annex B Period Passenger, Revenue and Ticketing Report Template >> link below

Annex C- Quarterly Operations Report Template

Refer to digital file << Schedule 18 Annex C Quarterly Operations Report Template>> link below

Annex D- Period Cost Report Template

Refer to digital file << Schedule 18 Annex D Period Cost Report Template>> link below.

Annex E- Service Quality Performance Report Template

Refer to digital file << Schedule 18 Annex E Service Quality Performance Report Template>> link below.

Annex G- Quarterly Customer Service Performance Report Template

Refer to digital file << Schedule 18 Annex G Quarterly Customer Service Performance Report Template>> link below

<https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/ layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%2018%20Annexes&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D>

Schedule 19: Performance Payments and Deductions

19.1 Performance Payments and Deductions and Incentive Payments

- 19.1.1 The Operator shall supply AVL Recorded Data and Planned Schedule Data for the Services operated in each Reporting Period, in the format and at the times set out in Schedule 31: Planning Data and AVL Data provision, and in paragraphs 19.2 and 19.3 of this Schedule.
- 19.1.2 The Lost Kilometre Performance of the Operator shall be calculated by the Authority's AVL Data Management System, using the data supplied by the Operator in accordance with paragraph 19.1.1 above.
- 19.1.3 The Authority shall deduct a Lost Kilometre Deduction for Scheduled Service Kilometres that the Operator has failed to operate in a Reporting Period, adjusting for Non-Deductible Lost Kilometres, in accordance with the provisions out in paragraphs 19.2 to 19.3 of this Schedule.
- 19.1.4 The Authority shall deduct a Lost Kilometre Deduction for each trip or part trip in the approved Timetable in a Reporting Period, for which there is no corresponding Planned Schedule Data for the relevant date, in accordance with paragraph 19.3 of this Schedule.
- 19.1.5 The punctuality performance of the Operator shall be calculated by the Authority's AVL Data Management System, using the AVL data supplied by the Operator in accordance with paragraph 19.1.1 above.
- 19.1.6 The Authority shall pay an amount (the "Punctuality Performance Payment") in respect of each Reporting Period, equivalent to 3% of the Maximum Period Payment, adjusted for the sum of the applicable EWT Deduction and Punctuality Deduction as set out in paragraphs 19.5 to 19.6 of this Schedule.
- 19.1.7 If the sum of the applicable EWT Deduction and Punctuality Deduction equals or exceeds 1.5% of the Maximum Period Payment for a Reporting Period, then the Punctuality Performance Payment shall not be paid for that Reporting Period.
- 19.1.8 The Authority shall pay a Punctuality Incentive Payment and an EWT Incentive Payment in respect of each Reporting Period, up to a maximum of 3% of the Maximum Period Payment, in accordance with paragraphs 19.5 to 19.6 of this Schedule.
- 19.1.9 The Operator shall report each failure to fulfil a Guaranteed Connection in each Reporting Period, as set out in paragraph 19.7 of this Schedule, and as specified in Schedule 2. The Authority shall deduct payments in respect of each Reporting Period for failure to fulfil a Guaranteed Connection, as set out in paragraph 19.7 and Table 19-2 of this Schedule.
- 19.1.10 The Authority shall undertake and provide reports on mystery shopper surveys of service performance, and shall provide reports for certain service performance indicators, or shall require the operator to report on certain service performance indicators each Quarter, as set out in paragraphs 19.10 to 19.21 of this Schedule.
- 19.1.11 The results of the mystery shopper surveys, together with the information contained in other operator and Authority reports as set out in paragraphs 19.10 to 19.21 of this Schedule shall be used to calculate the Service Quality performance of the Operator in each Quarter in relation to each Service Quality Indicator set out in Table 19-2 below. In calculating the Service Quality performance, the Authority shall use methodologies set out for each Indicator in paragraphs 19.10 to 19.21 of this Schedule.
- 19.1.12 The Authority shall pay a Service Quality Performance Payment in respect of each Quarter, equivalent to 0.5% of the Maximum Quarterly Payment for that Quarter, adjusted for Service

Quality Performance Deductions as set out in Table 19-2 and paragraphs 19.10 to 19.21 of this Schedule.

19.1.13 The Authority shall undertake a Fare Evasion Survey each Quarter, as set out in Schedule 10: Revenue Protection, and shall prepare a Fare Evasion Survey Report and issue it to the Operator within 20 business days of the end of the relevant Quarter.

19.1.14 Where the Fare Evasion Survey Report shows that the observed Fare Evasion Rate for the relevant Quarter is in excess of the Permitted Fare Evasion Threshold, as defined in Schedule 10, the Authority shall deduct an amount (Fare Evasion Deduction) from the Period Payment for the second Reporting Period in the Quarter proceeding the Quarter in which the Fare Evasion Survey was undertaken. The method of calculating the Fare Evasion Deduction is set out in paragraph 19.22 of this Schedule.

19.2 The Lost Kilometres Deduction

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

19.2.2 The Authority recognises that operation of the full In Service Kilometres as set out in the Timetable is not always possible and so in such circumstances is prepared to accept a Minimum Operated Kilometres Standard, which is defined as 98% of Scheduled Service Kilometres for each Route in each Reporting Period.

19.2.3 The Operator is required to meet the Minimum Operated Kilometres Standard for each Route throughout the duration of the Agreement.

19.2.4 The Authority shall monitor cancellations and curtailments of the Scheduled Service Kilometres by the collection and analysis of information regarding the kilometres that the Operator has failed to operate. The primary source of data regarding kilometres not operated will be the AVL Recorded Data and associated Authority Reason Codes submitted via the Authority’s AVL Data Management System in accordance with the provisions of Schedule 31 (Planning Data and AVL Data Provision).

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

- (a) a full set of AVL Recorded Data for each Stop on each Service operated; and
- (b) Authority Reason Codes for all Lost Service Kilometres, or missing data.

19.2.6 The data in paragraph 19.2.5 shall be supplied to the Authority in the format and timescales set out in Schedule 31.

19.3 Non-Deductible and Deductible Lost Kilometres

19.3.1 Non-Deductible Lost Kilometres means the total number of Scheduled Service Kilometres that were not operated by the Operator in any Reporting Period the loss of which is determined in the reasonable opinion of the Authority as being beyond the Operator’s reasonable control in accordance with the provisions of this paragraph 19.3.

- 19.3.2 Lost Kilometres that do not fall under the definition of Non-Deductible Lost Kilometres within the provisions of paragraph 19.3.1 are “Deductible Lost Kilometres”.
- 19.3.3 The Operator acknowledges and agrees that the following are normally within the Operator’s reasonable control;
- (a) staff absences;
 - (b) mechanical breakdown and lack of suitable buses (provided that the Authority has supplied the Authority Network Assets in accordance with the provisions of this Agreement);;
 - (c) Timetables which underestimate the time taken to traverse the Route (excepting occurrences of abnormal traffic congestion); and
 - (d) late departures from the Operator’s garage or depot.
- 19.3.4 Abnormal traffic congestion may be accepted as a reason beyond the Operator’s reasonable control. However, the Operator is expected to manage the Services so as to minimise the impact of traffic congestion commonly encountered. The Authority shall have regard to traffic conditions prevailing at the time the kilometres that are claimed to be Non-Deductible Lost Kilometres due to abnormal traffic congestion were not operated.
- 19.3.5 The Authority shall supply the Operator with codes (Authority Reason Codes) for the categorisation of the causes of Lost Service Kilometres or other missing AVL Recorded Data. These Authority Reason Codes are contained in Annex B to Schedule 31. The Authority may from time to time supply a revised set of Authority Reason Codes.
- 19.3.6 The Operator shall categorise all Lost Kilometres or missing data using the Authority Reason Codes, to enable the Authority to determine reasons for missing data and those Lost Kilometres which the Operator wishes to treat as Non-Deductible Lost Kilometres, because the reason for the failure to operate was outside their control. The process for providing Authority Reason Codes to the Authority is set out in Schedule 31. Where no Authority Reason Code is provided by the Operator for missing AVL data, the missing data shall be treated as Deductible Lost Kilometres.
- 19.3.7 The claim for Non-Deductible Lost Kilometres will be verified by the Authority. The Authority in determining Non-Deductible Lost Kilometres for a particular Reporting Period shall have regard to any representations made by the Operator and received by the Authority prior to its determination of Deductions for Lost Kilometres. Where a claim is not accepted this will be notified to the Operator, who will make an appropriate adjustment to the calculation of Deductible Lost Kilometres in the next Reporting Period.
- 19.3.8 The Lost Kilometres Deduction for each Route in each Reporting Period shall be the Deductible Lost Kilometres falling below 98% for that Period multiplied by the Direct Kilometre Charge as outlined in Annex B of Schedule 20, Indexed, where Lost Kilometres in a Period are under the Minimum Operated Kilometres Standard for the Scheduled Service Kilometres for the Period
- 19.3.9 In the event that either Party finds that some or all of the Planned Schedule Data for a Reporting Period as supplied by the Authority to the Operator in accordance with Schedule 31 does not, or did not, incorporate the fully correct set of Services set out in the approved Timetable, that Party shall immediately inform the other Party of the Trips or Part Trips in the Planned Schedule Data that did not match with the approved Timetable, and the kilometres for each Trip or part Trip in the Planned Schedule Data which did not match with the Timetable during the specified time period. Until such time as a correct version of Planned

Schedule Data is provided to the Operator by the Authority, the Authority shall treat all kilometres for a trip included in the approved Timetable Data but not included in Planned Schedule Data as Non- Deductible Lost Kilometres.

- 19.3.10 Within 30 Business Days of the end of the Quarter, or as otherwise notified by the Authority, the Authority shall notify the Operator of the Lost Kilometres and Lost Kilometres Deductions for the relevant Reporting Periods within a Quarter by issuing a Quarterly Lost Kilometre Performance Report for that Quarter.

19.4 Punctuality Payment Deductions and Incentive Payments

- 19.4.1 The Operator is required to ensure that the Timetable is operated in full, with no cancellations and with all buses departing on time.
- 19.4.2 The Authority recognises that it is not always possible to meet the objective set out in paragraph 19.4.1 above and in such circumstances is prepared to accept the Punctuality Standard or EWT Standard set out for the relevant Routes, listed in Table 19-1 of this Schedule 19.
- 19.4.3 The Operator's performance of the Services shall be monitored against the Punctuality Standard (for Low Frequency Routes) or EWT Standard (for High Frequency Routes) as applicable, as set out in paragraphs 19.5 and 19.6 of this Schedule.
- 19.4.4 Low Frequency Routes are those with a service frequency of 4 buses or less per hour in the interpeak weekday period. High Frequency Routes are those with a service frequency of 5 or more buses per hour in the interpeak weekday period. The categorisation for the Services (i.e. High Frequency Route or Low Frequency Route), and the Performance Standard for the Services, shall be as set out in Table 19-1 of Schedule 19.
- 19.4.5 The Authority reserves the right to amend, by way of the contract variation process set out in Schedule 23, the Routes to which the Punctuality Standard, or the EWT Standard will apply during the life of this Agreement to reflect as the case may be:
- (a) an increase in the performance of the bus network overall;
 - (b) any change in the standards required of the Authority;
 - (c) any change to the operational characteristics of the Services;
 - (d) any change in the frequency of the Services;
 - (e) implementation of new mechanisms for recording and/or reporting kilometres performance; and/or
 - (f) any other relevant changes to the circumstances of the Services.
- 19.4.6 The Operator is required to meet the Punctuality Standard or EWT Standard for each Route as applicable throughout the duration of the Agreement.
- 19.4.7 On an annual basis during the Contract Period the Authority shall review the Punctuality Standard or EWT Standard that applies to each category of Route set out in Table 19-1 of this Schedule 19, and it shall also review the categorisation of each Route set out in Table 19-1 (Annual Performance Standard Review).
- 19.4.8 The Annual Performance Standard Review shall note how the Operator has performed against the standard for each Route set out in Table 19-1, taking into account the current timetable, operational control and management, road traffic considerations, or other relevant considerations. It shall propose changes as appropriate to the Punctuality Standard or EWT Standard for a Route or the categorisation of the Route as set out in Table 19-1.

- 19.4.9 The Authority shall consult with the Operator in relation to any proposed changes to the Punctuality Standard or EWT Standard or the categorisation of a Route as set out in Table 19-1 in advance of implementation. The Authority shall provide the operator with a minimum of 15 Business Days to respond to the Authority on any consultation on change proposals.
- 19.4.10 By the 1st October each Contract Year, the Authority shall provide the Operator with any revisions to the Punctuality Standard or EWT Standard or categorisation for a Route as set out in Table 19-1, and any revised Standards or categorisations shall apply from 1st January of the following Contract Year.
- 19.4.11 The Authority reserves the right, by means of the contract Variation process set out in Schedule 23, to vary the methodology for monitoring punctuality performance or the Punctuality Standard or the EWT Standard to be applied at any time during the Contract Period, subject to the proviso that the total Maximum Deduction for the Indicators in Table 19-1 will be no more than 1.5% of the Maximum Quarterly Payment. In advance of any such change the Authority will consult the Operator and take into consideration the views of the Operator, and cost implications to the Operator, in relation to the change.
- 19.4.12 Within 30 Business Days of the end of the Quarter, or as otherwise notified by the Authority, the Authority shall notify the Operator of the Punctuality Payment Deductions or Incentive payments for the relevant Reporting Periods within a particular Quarter by issuing a Quarterly Punctuality Performance Report for that Quarter.

19.5 The EWT Standard (High Frequency Routes)

- 19.5.1 Service punctuality for High Frequency Routes shall be measured by means of Excess Waiting Time ("EWT").
- 19.5.2 An Interim EWT Standard shall apply to High Frequency Services listed in Table 24 -1 (generally those operating four or more departures per hour on average in the weekday inter-peak (10:00 to 16:00) period), until the end of the Effective Dates set out in Table 24-1, thereafter the EWT Standard set out in Table 19-1 shall apply to these Services.
- 19.5.3 The EWT Deduction shall apply to High Frequency Routes specified in Table 24-1 in Schedule 24 until the end of the Effective Dates set out in Table 24-1, but the EWT Incentive Payment shall not apply during this period.
- 19.5.4 The EWT Deduction or EWT Incentive Payment shall apply to Low Frequency Services specified as such in Table 19-1 of this Schedule after the Effective Date set out in Table 24-1.
- 19.5.5 In the event that the Authority re-designates a Route as a High Frequency Route during the Contract Period, then the Authority shall introduce the EWT Standard for that Route taking into account the excess wait time information for the Route over a period of at least 12 consecutive months during the Contract Period. Prior to the introduction or amendment of the EWT Standard, the Authority shall provide the proposed methodology for establishment of the EWT Standard to the Operator, and invite and review comments from the Operator in advance of the Authority confirming the EWT Standard. The EWT Standard shall then be placed in Table 19-1 of this Schedule
- 19.5.6 In the event that the Authority designates a Route as a High Frequency Route during the Contract Period, and until such time as the Authority confirms the introduction or amendment of the EWT Standard in accordance with paragraph 19.5.3, then the Punctuality Standard for

the Route shall continue to apply to that Route until such time as the introduction of the EWT Standard is confirmed by the Authority.

19.5.7 The Authority shall designate a number of Stops (“Timing Points”) on routes where EWT, in each direction, is to be calculated. This may include some or all of the Stops on a Route. The Authority may change some or all of the Timing Points from time to time, by way of the contract Variation process set out in Schedule 23.

19.5.8 EWT = Average Actual Waiting Time (“AWT”) less Scheduled Waiting Time (“SWT”).

AWT shall be calculated from the formula:

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

where,

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

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

SWT shall be calculated from the formula:

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

where,

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

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

19.5.9 The Operator shall be required to achieve the standard (the “EWT Standard”) set out in Table 19-1 for each Reporting Period for each Route, averaged across all the Timing Points the Route defined in Table 19-1 of this Schedule, for that Reporting Period.

19.5.10 The Authority shall extract the performance of High Frequency Routes from the Authority’s AVL Data Management System for each Reporting Period, and supply the information as part of the Period Performance Report and the Quarterly Punctuality Report. The Reports shall show EWT for the Reporting Period for each High Frequency Route.

19.5.11 Within 30 Business Days of the end of the Quarter, or as otherwise notified by the Authority, the Authority shall issue to the Operator a Quarterly Punctuality Performance Report which shall include a summary of the EWT achieved by the Operator for each Reporting Period within that Quarter, and the EWT Deductions or EWT Incentive Payment that applies for each Reporting Period.

19.5.12 The EWT Deduction or EWT Incentive Payment for each Route for each Reporting Period shall be calculated by comparing the EWT for the Route for that Reporting Period with the EWT Standard. To the extent that EWT exceeds the EWT Standard in a Reporting Period

then the Operator shall be liable to an EWT Deduction. To the extent that EWT is less than the EWT Standard in a Reporting Period, then the Operator shall be entitled to an EWT Incentive Payment.

19.5.13 For each 0.1 minute that EWT is greater than the EWT Standard for a Route, an EWT Deduction of 0.2% of the Maximum Period Payment for that Route shall apply.

19.5.14 For each 0.1 minute that EWT is less than the EWT Standard for a Route, an EWT Incentive Payment of 0.2% over and above the Maximum Period Payment for that Route shall apply.

19.6 Punctuality Standard (Low Frequency Routes)

19.6.1 An Interim Punctuality Standard shall apply to Low Frequency Services listed in Table 24 -1 (generally those operating no more than four departures per hour on average in the weekday inter-peak (10:00 to 16:00) period), until the end of the Effective Dates set out in Table 24-1, thereafter the Punctuality Standard set out in Table 19-1 shall apply to these Services.

19.6.2 The Punctuality Deduction shall apply to Low Frequency Routes specified in Table 24-1 in Schedule 24 until the end of the Effective Dates set out in Table 24-1, but the Punctuality Incentive Payment shall not apply during this period.

19.6.3 The Punctuality Deduction or Punctuality Incentive Payment shall apply to Low Frequency Services specified as such in Table 19-1 of this Schedule after the Effective Date set out in Table 24-1.

19.6.4 For Low Frequency Routes (where the emphasis is on the provision of punctual services), the percentage of departures "On-Time" shall be calculated, by comparing the actual observed departure times for each Low Frequency Route from each Timing Point specified in Schedule 2 Annex A, with the specified departure times set out in the Timetable. A bus will be regarded as On-Time if it departs from a specified Timing Point not more than one minute early or not more than five minutes and fifty nine seconds late when compared to the Timetable, and if it arrives at the Terminating Stop for that Route no later than 5 minutes 59 seconds after the specified arrival time.

19.6.5 In the event that the Authority designates a Route as a Low Frequency Route during the Contract Period, then the Authority shall introduce the Punctuality Standard for that Route taking into account the punctuality information for the Route over a period of at least 12 consecutive months during the Contract Period. Prior to the introduction or amendment of the Punctuality Standard, the Authority shall provide the proposed methodology for establishment of the Punctuality Standard to the Operator, and invite and review comments from the Operator in advance of the Authority confirming the Punctuality Standard. The Punctuality Standard shall then be placed in Table 19-1 of this Schedule

19.6.6 In the event that the Authority designates a Route as a Low Frequency Route during the Contract Period, and until such time as the Authority confirms the introduction of the Punctuality Standard for that Route in accordance with paragraph 19.6.3, then the EWT Standard for that Route shall continue to apply to that Route until such time as the introduction of the Punctuality Standard is confirmed by the Authority.

19.6.7 The Authority shall designate a number of Stops ("Timing Points") on routes where Punctuality, in each direction, is to be calculated. This may include some or all of the Stops on a route. The Authority may change some or all of the Timing Points from time to time, by way of the contract Variation process set out in Schedule 23.

- 19.6.8 The Authority shall extract the performance of Low Frequency Routes from the Authority's AVL Data Management System for each Reporting Period, and supply the information to the Operator as part of the Period Performance Report and the Quarterly Punctuality Performance Report. The Period Performance Report shall show the percentage of departures for each Low Frequency Route which were On-Time for the Reporting Period.
- 19.6.9 Within 30 Business Days of the end of the Quarter, or as otherwise notified by the Authority, the Authority shall issue to the Operator a Quarterly Punctuality Performance Report which shall include a summary of the percentage of departures On-Time achieved by the Operator for each Reporting Period within that Quarter, and the Punctuality Deduction or Punctuality Incentive Payment that applies for each Reporting Period.
- 19.6.10 A maximum percentage of departures on a Low Frequency Route shall be permitted to fail the requirement to operate On-Time (as defined above) without the operator being subject to a Punctuality Deduction, in any one Reporting Period. This maximum percentage is set out in Table 19-1 of this Schedule, and is defined as the "Punctuality Standard".
- 19.6.11 For each full 1% of departures for a Route below the Punctuality Standard in a Reporting Period, a Punctuality Deduction equivalent to 0.2% of the Maximum Period Payment for that Route shall be made by the Authority.
- 19.6.12 For each full 1% of departures for a Route above the Punctuality Standard in a Reporting Period, a Punctuality Incentive Payment equivalent to 0.3% of the Maximum Period Payment for that Route shall be made by the Authority.

19.7 Guaranteed Connections

- 19.7.1 On some services it will be important that connections are made with other buses and/or other modes. These services are highlighted in Annex A of Schedule 2, and are referred to in this Schedule as "Guaranteed Connections".
- 19.7.2 Journeys running late because they have waited for a Guaranteed Connection will be excluded from the EWT Deduction calculations (as contemplated by paragraph 19.5) or Punctuality Deduction calculations (as contemplated by paragraph 19.6) as appropriate. It is the responsibility of the Operator to notify the Authority of such services in its Period Operations Report.

19.8 Services Interruptions and Data Exclusions

- 19.8.1 Where a Services 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 compliance with the Punctuality Standard or the EWT Standard or the Lost Kilometres Standard but is not otherwise a Relief Event, Compensation Event or Force Majeure, the Operator may submit a request seeking the exclusion of such potentially unrepresentative data from the calculations and determinations to be made in accordance with this Schedule 19.
- 19.8.2 A request for such exclusion of data (a "Data Exclusion") in accordance with paragraph 19.8.1 shall include supplemental information in relation to the event, including location time and duration of Services Interruption or other service disruption due to the event.
- 19.8.3 In assessing a request for a Data Exclusion, the Authority shall take into account the actions taken by the Operator to mitigate the effects of the Public Event or other exceptional event in question. The Authority's assessment will take the following into account:
- (a) the assessment by the Operator at the earliest possible juncture, of the potential impact of the event;
 - (b) prompt action by the Operator to enter into discussions with the Authority to evaluate possible means of minimising disruption;
 - (c) the introduction of schedule changes in consultation with the Authority;
 - (d) the introduction of standby buses;
 - (e) the use of additional supervisory/control staff;
 - (f) changes to duty rostering;
 - (g) initiatives on the Operator's part to minimise disruption to passengers;
 - (h) performance of other services likely to have been affected; and
 - (i) any other factors or considerations that may be relevant.
- 19.8.4 The Authority shall consider such supplemental information and may issue a notice exempting the Services affected from Punctuality Payment Deduction calculations or Lost Kilometre Performance calculations, for the dates and times stated in the notice.

Ref	Indicator	Performance Standard	Performance Measurement Methodology	Proposed Deduction Mechanism for failure to meet Target
P-1	Punctuality (defined Low Frequency Routes)	<p>Punctuality Standard:</p> <p>Dublin Commuter and Stage Carriage Routes</p> <p><u>Category A Routes:</u> 61%.</p> <p><u>Category B Routes:</u> 65%.</p> <p><u>Category C Routes:</u> 69% .</p>	<p>Percentage of Stops for Services on Low Frequency Routes as defined in this table, below Punctuality Standard, where service departs On-Time, i.e. no later than 1 minute before or 5.59 mins after scheduled time at specified Timing Point(s), except if a Timing Point is a Terminating Stop, in which case, the Punctuality Standard shall be that the service arrives no later than 5.59 minutes after the scheduled arrival time at the Terminating Stop.</p> <p>The relevant Punctuality Standard for each Route Category applies to the following Low Frequency Routes:</p> <p><u>Category A:</u></p> <p>133, 343, 109X, 226, 109, 236, 245, 252, 101, 111, 115, 370, 343X, 101X, 109B, NX, 260, 350, 419, 70, 314, 111X, 323, 65, 100, 233, 237, 456, 458, 115C, 320, 425, 133X, 132, 239, 240, 241, 261, 280</p> <p><u>Category B:</u></p> <p>103, 105,, 109A, 72, 73, 424, 440, 166, 103X, 434, 105X, 469, 454, 371, 323X,, 425A, 235, 460, 161, 182, 190, 480, 492, 475, 162, 321, 346, 465, 382, 348, 135, 168, 175, 333, 336, 345, 372, 373, 374, 375, 379, 385, 189, 380</p> <p><u>Category C:</u></p> <p>355, 272, 329, 429, 248, 462, 362, 284, 461, 476, 479, 136, 243, 275, 111A, 421, 167, 187, 446, 332, 341, 313, 471, 442, 468, 464, 457, 366, 447, 443, 334, 134,, 279A, 422, 490, 271, 257, 451, 175A,, 470, 273, 489, 495, 349, 322, 324, 448, 486, 487, 160, 279, 182A, 107, 420, 270, 466, 328, 347, 450, 491, 417, 463, 365, 381, 483, 282, 494, 108, 445, 275A, 274, 383, 444, 377, 455, 258, 378, 163, 474,</p>	See 19.6 above.

			259, 467, 278, 380	
		Punctuality Standard: City & Town Routes <u>Category A Routes:</u> 61%. <u>Category B Routes:</u> 65%. <u>Category C Routes:</u> 69% . <u>Category D Routes:</u> 73% .	<p>Percentage of Stops for Services on Low Frequency Routes as defined in this table, below Punctuality Standard, where service departs On-Time, i.e. no later than 1 minute before or 5.59 mins after scheduled time at specified Timing Point(s), except if a Timing Point is a Terminating Stop, in which case, the Punctuality Standard shall be that the service arrives no later than 5.59 minutes after the scheduled arrival time at the Terminating Stop.</p> <p>The relevant Punctuality Standard for each Route Category applies to the following Low Frequency Routes:</p> <p><u>Category A:</u></p> <p>220, 215, 220X, 207, 360, 360A, 304A, 216, 223, 402, 301, 201, 209, S2, 223X, 226A, 225, 219, S1</p> <p><u>Category B:</u></p> <p>401, 405, 304X, A2, 303, D2, 203, 173, A1, 174</p> <p><u>Category C:</u></p> <p>404, 214, 221, 302, D1</p> <p><u>Category D:</u></p> <p>207A, 305, 306, 215A, 407, 213, 209A, 174B, 110C, 110A, 110B, B1, 174A</p>	See 19.8 above.
P-2	Excess Waiting Time (defined High Frequency Routes)	EWT Standard: <u>Category A Routes:</u> Excess Waiting Time no greater than 2.3minutes. <u>Category B Routes:</u> Excess Waiting Time no greater than 2.0minutes. <u>Category C Routes:</u> Excess Waiting Time no greater than 1.7 minutes. <u>Category D Routes:</u> Excess	<p>See text in Section 19.5 above. The relevant Excess Waiting Time Standard for each Route Category applies to the following High Frequency Routes:</p> <p><u>Category A:</u></p> <p>304</p> <p><u>Category B:</u></p> <p>208</p> <p><u>Category C:</u></p>	See 19.5 above.

		Waiting Time no greater than 1.4 minutes.	- <u>Category D:</u> 409, 202, 205, 206 If during the Contract Period, the service frequency on any Route increases to meet or exceed 5 buses per hour per direction in Monday to Friday period 09:30-16:30 then the EWT Standard will apply to the Route in question.	
P-3	Guaranteed Connections		<p>Specific guaranteed connections are stipulated in Schedule 2.</p> <p>Operator will supply list of guaranteed connections failed. A penalty deduction shall be made, except in extenuating circumstances.</p> <p>Where an Operator wishes to claim extenuating circumstances, a full description of the reasons for the failure shall be provided for verification by the Authority. In any case, no departure from a guaranteed connections point should be delayed more than 15 minutes awaiting an incoming connection; such cases should be reported with reasons for failure to connect and should be classified as non-deductible.</p>	€ per incident.

Table 19-1: Key Performance Indicators – Excess Waiting Time, Punctuality

19.9 Competitive Tendering

- 19.9.1 In the event that a Route or Routes fail to perform within 5% of their stated Punctuality target, or within 0.5 minutes of their EWT target, or operate in excess of 8% lost kilometres in 7 of 13 reporting periods in any 12-month period or more than 14 weekdays or 4 Saturdays or Sundays in such a 12-month period operate in excess of 10% lost kilometres in any 12-month period, the Authority may specify those Routes for competitive tendering and may remove these Routes from the Contract.
- 19.9.2 Where the Authority requires service changes arising from Bus Connects or any other reason and the Operator fails to implement the required change within 12 months of notification by the Authority, the Authority may specify those services for competitive tendering and may remove related Services from the Contract.

19.10 Service Quality Performance Deduction

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

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

Service Quality Indicator	Maximum Deduction (% of Maximum Quarterly Payment)
AVL-RTPI Performance	0.025%
Planned Schedule Data Performance	0.025%
Ticket System Performance	0.075%
Bus Vehicle Performance	0.0625%
Bus Equipment Performance	0.075%
Bus Driver Performance	0.075%
Cleanliness Performance	0.0375%
Customer Service Performance	0.05%
Customer Information Performance	0.025%
Report Provision Performance	0.025%
Security Performance	0.025%
Total	0.5%

Table 19-2: Service Quality Indicators and maximum deductions

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

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

19.10.5 The Authority reserves the right, by way of the contract Variation set out in Schedule 23, to change the Maximum Deduction that applies to any of the Service Quality Indicators in Table 19-2 above, and to vary the methodology for monitoring Service Quality performance or the performance standard to be applied at any time during the Contract Period, subject to the proviso that the total Maximum Deduction for the Service Quality Indicators in Table 19-2 above will be no more than 0.5% of the Maximum Quarterly Payment in any one Quarter. In advance of commencement of any such Variation process the Authority will consult the Operator and take into consideration the views of the Operator in relation to the change.

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

19.11 AVL-RTPI Performance

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

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

Table 19 -3 AVL-RTPI performance indicators

19.12 Planned Schedule Data Performance

19.12.1 The Journey Planner Data Performance Maximum Deduction as set out in Table 19-2 is applied if 1 or more Performance Points are accumulated under this heading in any one Quarter.

Indicator	Requirement	Performance Points
SD.1 Timely provision of required Planned Scheduled Data to the Authority	<p>Operator to:</p> <p>1.1 Supply approved Planned Schedule Data and other data as required of the Operator as set out in Schedule 31 to the Authority in VDV 452 format, 8 Business Days in advance of implementation date of approved Timetable.</p> <p>Methodology: Authority or its agents to record and report on each instance of failure each Quarter.</p>	1

Table 19 -4 Planned Schedule Data performance indicators

19.13 Ticket System Performance

19.13.1 The deductions set out below are applied up to the maximum Ticket System Performance Deduction, set out in Table 19-2.

Ref.	Indicator	Performance Target	Performance Measurement Methodology	Proposed Deduction Mechanism for failure to meet Target
TKT -1	Current Ticket Equipment Actionlist, Hotlist and Fares configuration data uploaded correctly	100%	<p>Operator reports each Quarter:</p> <ul style="list-style-type: none"> - Number of scheduled kilometres operated with Ticket Equipment <u>not</u> containing Current* Actionlist data. - Number of scheduled kilometres operated with Ticket Equipment <u>not</u> containing most recently issued Hotlist data. - Number of scheduled kilometres operated with Ticket Equipment <u>not</u> containing current* Fares configuration data <p>* Current means most recent data supplied to Operator by Authority, excepting data provided in last 24 hours.</p> <p>NTA Audits will apply.</p>	Deduction of € per scheduled kilometre operated with Ticket Equipment that does not contain current Actionlist, Hotlist or Fares configuration data
TKT -2	% scheduled service km operated with fully functioning Ticketing Equipment	100%	<p>Operator reports each Quarter:</p> <ul style="list-style-type: none"> - (A) Scheduled km operated without fully functioning Ticketing Equipment for the receipt of cash fares and printing of cash fare receipts - (B) Scheduled km operated without fully functioning remote SCV for the validation of Leap Card and PSC Passes and the payment of maximum fares on Leap Card e-purse (where applicable) <p>Operator reports for each Network Bus operated after the maximum time specified in paragraph 8.5.2 of Schedule 8:</p>	<p>-(C) Deduction of € per scheduled Km operated with Ticket Equipment without functionality for the receipt of cash fares and printing of cash fare receipts</p> <p>-(D) Deduction of € per scheduled km operated without remote SCV functionality (where applicable)</p>

			<p>- (C) Scheduled km operated without fully functioning Ticketing Equipment for the receipt of cash fares and printing of cash fare receipts</p> <p>- (D) Scheduled km operated without fully functioning remote SCV for the validation of Leap Card and PSC Passes and the payment of maximum fares on Leap Card e-purse (where applicable)</p> <p>NTA Audits will apply</p>	
TKT-3	% of ticketing data not provided to the Authority within 1 Operational Day	<p>95%</p> <p>100%</p>	Authority or its agents to record and report on percentage of ticketing data not provided by the next operational day in each Quarter.	<p>€ for each 1% below target</p> <p>€ for each 0.01% not provided within 7 Operational Days</p>

Table 19 -5 Ticket System performance indicators

19.14 Bus Vehicle Performance

19.14.1 The Bus Vehicle Performance Maximum Deduction as set out in Table 19-2 is applied if 11 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Bus Vehicle Performance Maximum Deduction is applied if 6 or more but less than 11 Performance Points are accumulated under this heading in any one Quarter. No Bus Vehicle Performance Deduction is applied if less than 6 Performance Points are accumulated under this heading in any one Quarter.

Indicator	Requirement	Performance Points
V.1 Bus Vehicle	<p>Network Bus is operated in accordance with Network Bus Specification set out in Schedule 3.</p> <ol style="list-style-type: none"> 1. Specified vehicle capacity for route and time 2. Correct number of doors 3. Vehicles age <p>Methodology: Quarterly NTA Mystery shopper survey or inspections. Survey/inspections shall be undertaken by NTA or its agents. . See Annex A, B and C to Schedule 19.</p>	<p>1</p> <p>1</p> <p>1</p> <p>Applied to each full % of failures recorded in each of relevant categories.</p>

Table 19 -6 Bus Vehicle performance indicators

19.15 Bus Equipment Performance

19.15.1 The Bus Equipment Performance Maximum Deduction as set out in Table 19-2 is applied if 40 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Bus Equipment Performance Maximum Deduction is applied if 21 or more but less than 40 Performance Points are accumulated under this heading in any one Quarter. No Bus Equipment Performance Deduction is applied if less than 21 Performance Points are accumulated under this heading in any one Quarter.

Indicator	Requirement	Performance Points
E.1 Bus Equipment	Equipment on-board meets the with Network Bus Specifications in Schedule 3 and is functioning and in use	
	1. Centre doors operating correctly, and used by driver at all stops where passengers disembark, where it is safe to do so (where applicable).	1
	2. Wheelchair ramp is operating correctly and used by driver on passenger request	2
	3. Next stop display is operating correctly	1
	4. Next stop audio announcement is operating correctly	1
	5. Route number displayed correctly on front, side and rear of bus and destination displayed correctly on front and side of bus	1
	6. On board CCTV screen working	1
	7. Interior lighting on, and functioning correctly	1
	8. Bus heating operated to match the weather conditions	1
	9. Passenger Wi-Fi services working	1
	Methodology: Quarterly Mystery shopper survey undertaken by NTA or its agents. . See Annex A, B and C to Schedule 19.	Applied to each full % of failures recorded in each of relevant categories. Note: only applied to Network Buses where relevant equipment is installed and/or specified as a requirement in Schedule 3: Network Bus specification

Table 19 -7 Bus Equipment performance indicators

Indicator	Requirement	Performance Points
E.2	In the event of an on-board Passenger Wi-Fi Equipment Failure, the Operator shall replace/repair and commission the affected equipment within one Business Day of becoming aware of the fault	0.5 points per Network Bus affected will be added for every additional 24hr period or part of, until such time the failure has resolved.
E.3	In the event of a failure of any part of the back office software or data server system that is essential to the operation of the data downloads by the on bus customer, rendering one or more buses without a working Passenger Wi-Fi service, the Operator shall rectify such faults within 2 hours of becoming aware of the fault, if the failure occurs during a Business Day, or within 2 hours of the start of the next Business Day, if the failure does not occur during a Business Day.	1 point will be awarded for each additional 2hr period over initial 2 hr period, or part of, during bus operational hours, until such time as the failure has been resolved.

Table 19-8: Passenger Wi-Fi performance indicators

Indicator	Requirement	Performance Points
E.4	In the event of an On-Board CCTV Equipment Failure, the Operator shall replace/repair and commission the affected equipment within one Business Day of becoming aware of the fault	0.5 points per Network Bus affected will be added for every additional 24hr period or part of, until such time the failure has resolved.
E.5	In the event of a failure of any part of the back office software or data server system that is essential to the operation of the data downloads by the on bus customer, rendering one or more buses without working CCTV, the Operator shall rectify such faults within 2 hours period of becoming aware of the fault, if the failure occurs during a Business Day, or within 2 hours of the start of the next Business Day, if the failure does not occur during a Business Day..	1 point will be awarded for each additional 2hr period over initial 2 hr period, or part of, during bus operational hours, until such time as the failure has been resolved.

Table 19 -9 On-board CCTV performance indicators

19.16 Bus Driver Performance Deduction

19.16.1 The Bus Driver Performance Maximum Deduction as set out in Table 19-2 is applied if 25 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Bus Driver Performance Maximum Deduction is applied if 12 or more but less than 25 Performance Points are accumulated under this heading in any one Quarter. No Bus Driver Performance Deduction is applied if less than 12 Performance Points are accumulated under this heading in any one Quarter.

Indicator	Requirement	Performance Points
D.1 Bus driver	Driver	
	1. Is helpful, courteous and polite	1
	2. Is well presented	1
	3. Drives the bus in a smooth manner that doesn't unduly result in passenger discomfort	1
	4. When stopping at a bus stop, pulls into kerb where possible	1
	5. Stops to pick up passengers at Stop on passenger request, when bus is not full	1
	6. Operated the bus in a safe manner	2
	7. Informed passengers in a timely manner in case of service disruption	1
	Methodology: Quarterly Mystery shopper survey undertaken by NTA or its agents. . See Annex A, B and C to Schedule 19.	Applied to each full % of failures recorded in each of relevant categories.

Table 19 -10 Bus driver performance indicators

19.17 Cleanliness Performance Deduction

19.17.1 The Cleanliness Performance Maximum Deduction as set out in Table 19-2 is applied if more than 40 Performance Points are accumulated under this heading in any one Quarter. 50% of the Cleanliness Performance Maximum Deduction is applied if over 21 and up to 40 Performance Points are accumulated under this heading in any one Quarter. No Cleanliness Performance Deduction is applied if 20 or less Performance Points are accumulated under this heading in any one Quarter.

Indicator	Requirement	Performance Points
C.1 Bus cleanliness	Category 1. Seats and surfaces are clean 2. Seats are in a good state of repair 3. Windows are clean and etching and graffiti free on inside and outside 4. Exterior of bus is clean Methodology: Quarterly Mystery shopper survey undertaken by NTA or its agents. See Annex A, B and C to Schedule 19.	1 1 1 1 Applied to each full % of failures recorded in each of relevant categories.
C.2 Station Cleanliness (BE Only) or Dublin Bus Head Office Customer Area Cleanliness (DB Only)	Category 1. Seats and surfaces are clean 2. Seats and surfaces are in a good state of repair 3. Windows are clean on inside 4. Exterior of station is clean 5. Toilets (where available) are open and clean Methodology: Quarterly Mystery shopper survey undertaken by NTA or its agents. See Annex A, B and C to Schedule 19.	1 1 1 1 1 Applied to each full % of failures recorded in each of relevant categories.

Table 19 -11 Bus cleanliness performance indicators

19.18 Customer Service Performance

19.18.1 The Customer Service Performance Maximum Deduction as set out in Table 19-2 is applied in full if 11 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Customer Service Performance Maximum Deduction is applied if 10 Performance Points or less are accumulated under this heading in any one Quarter. No Customer Service Performance Deduction is applied if 5 or less Performance Points are accumulated under this heading in any one Quarter.

Indicator	Requirement	Performance Points
CS.1 Customer Service Desk Opening Hours	Operator customer service desk is open to customers during the opening hours set out in Schedule 13. Customer Services Report to contain time and duration of all instances where customer service desk was not open to customers during the opening hours set out in Schedule 13.	1 per failure
CS.2 Customer Service Centre opening hours	Customer Service Centre is open to receive customer telephone calls, emails and Tweets during advertised opening hours (set out in Schedule 13). Customer Services Report to contain time and duration of all instances where Customer Service Centre was not open to customers during the opening hours set out in Schedule 13. NTA Audits will apply	1 per failure
CS.3 Customer complaints acknowledge response times	Operator to acknowledge complaints received from public within the following timescales of receipt <ul style="list-style-type: none"> - Letters – 3 Business Days - Emails – 1 Business Day - Tweets to @[Operator Twitter account name] – Tweet an acknowledgement with a link to operator's on-line complaints form within 1 hour of receipt, during Customer Service Centre opening hours Customer services Report to contain percentage of incidents where complaints acknowledged on time for each case. NTA audits will apply	1 point per % below 99% compliance with requirements in each case
CS.4 Customer complaints substantive response times	Operator to investigate customer complaints, and issue a substantive response where possible within 5 business days of receipt. If this is not possible, a response delay notification shall be sent, and a substantive response shall be sent within 15 Business Days of complaint receipt Customer Services Report to contain percentage of incidents (a) where substantive responses were issued within (i) 5 days, and (ii) 15 days, and (b) response delay notifications were issued within 5 Business Days where substantive response not possible within 5 Business Days. NTA audits will apply	1 point per % below 96% compliance with requirements

Indicator	Requirement	Performance Points
CS.5 Customer Service Centre automated answer	Operator to ensure 99% of calls to the Customer Service Centre are answered by a holding message within 10 seconds (excluding calls already answered within that time by a person). Customer Services Report to contain percentage of relevant calls answered on time by holding message. NTA audits will apply	1 point per each full % below 99%
CS.6 Customer Service Centre person answer	Operator to ensure 90% of calls to the Customer Service Centre are answered by a person within 60 seconds. Customer services Report to contain percentage of relevant calls answered on time by person. NTA audits will apply	1 point per each full % below 90% compliance with requirements
CS.7 Lost property office opening hours	Lost Property Office is open to public during advertised hours Quarterly Service Quality Performance Report to contain time and duration of all instances where Customer Service Centre was not open to customers during the opening hours set out in Schedule 13.	1 per failure

Table 19 -12 Customer service performance indicators

19.19 Customer Information Performance

19.19.1 The Customer Information Performance Maximum Deduction as set out in Table 19-2 is applied if 8 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Customer Information Performance Maximum Deduction is applied if between 4 or more but less than 7 Performance Points are accumulated under this heading in any one Quarter. No Customer Information Performance Deduction is applied if less than 4 Performance Points are accumulated under this heading in any one Quarter,

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

Indicator	Requirement	Performance Points
CI.1 Bus fares	<p>A copy of current fares for the service shall be 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.</p> <p>Urban buses only.</p> <p>Methodology: Quarterly Mystery Shopper survey by Authority or its agents. See Annex A, B and C to Schedule 19.</p>	1 point for each full % below 100%

Table 19 -13 On board customer information performance indicators

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

Indicator	Requirement	Performance Points
CI.4 Operator Website	<p>Operator to meet the following requirements</p> <p>a) Up to date customer facing content is provided on Operator Website in accordance with the Authority requirements including in relation to Journey Planning and Integrated Ticketing and Fares, and including those set out Schedule 14 Section 2.</p> <p>b) Operator Website functionality to be in accordance with Authority functionality requirements including those set out in Schedule 14 Section 2.</p> <p>c) Website design, including transport branding, to be in accordance with Authority requirements including those set out in Schedule 14 Section 2.</p> <p>d) No changes to Operator Website content, functionality or design are to be made without prior Authority approval.</p> <p>Methodology: Ad-hoc audits of Operator Website content, functionality and design by Authority</p>	<p>2</p> <p>2</p> <p>2</p> <p>2</p> <p>Note: 2 additional Performance points apply for each instance for each full week of non-compliance following date of notification by Authority</p>
CI.5 Operator Website availability	<p>Operator website to be available for customer use and fully functional 99.5% of time.</p> <p>Methodology: Operator to report in Quarterly Operations Report all instances where Operator Website was not available in previous Quarter, showing time of day and duration of unavailability. Results may be audited by ad-hoc Authority audits or by Quarterly Mystery Shopper survey (NTA).</p>	1 point for each % below 99.5%
CI.6 Advance announcement of timetable changes	<p>Timetable changes to be announced on the Operator Website as early as possible and not less than 10 business days in advance of the changes taking place.</p> <p>Methodology: Operator to report in Quarterly Operations Report all instances where Operator website did not contain announcement of timetable change 10 business days in advance of changes taking place. Results may be audited by ad-hoc Authority audits or by Quarterly Mystery Shopper survey (NTA).</p>	0.5 points for each day delay in announcement
CI.7 Advance announcement of fares changes	<p>Fares changes to be announced on the Operator Website as early as possible and not less than 10 Business Days in advance of the changes taking place.</p> <p>Methodology: Operator to report in Quarterly Operations Report all instances where Operator Website did not contain announcement of Fare changes 10 business days in advance of changes taking place. Results may be audited by ad-hoc Authority audits or by Quarterly Mystery Shopper survey (NTA).</p>	0.5 points for each day's delay in announcement

Table 19 -14 Operator Website information performance indicators

19.20 Report Provision Performance

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

Indicator	Requirement	Performance Points
R.1a Operations Report (Period and Quarterly)	Operator to provide Report within 15 Business Days of the end of the previous Period or Quarter as appropriate or amended version of Report within 5 Business Days of being notified	1 performance point per failure and for each day thereafter until Report provision.
R.2a Passenger, Revenue and Ticketing Report (Period)	Operator to provide Report within 15 Business Days of the end of the relevant Period, or amended version of Report within 5 Business Days of being notified.	1 performance point per failure and 1 performance point each day thereafter until Report provision.
R.3a Customer services Report (Period)	Operator to provide Report within 15 Business Days of the end of the relevant Period, or amended version of Report where required by Authority within specified timescale.	1 performance point per failure and 1 performance point each day thereafter until Report provision.
R.6 Service Quality Performance Report (Quarterly)	Operator to provide Report within 20 Business Days of the end of the relevant Quarter, or amended version of Report within 5 Business Days of being notified	2 Performance Points for each day overdue (note: overdue Report may result in a potential delay in payment of Service Quality Performance Payment by Authority).
R.8 Annual Business Plan	Operator to provide draft and final Annual Business Plans to Authority by specified date.	2 Performance Points for each day overdue.
R.9 Provision of AVL Recorded Data to Authority	Operator to provide AVL Recorded Data in the format and at the time specified by the Authority, as set out in Schedule 31 Planning Data and: AVL Data Provision.	2 points for each day after required time that data in correct format is not provided. Delay in supply of data may also result in delay in payment of Retained Punctuality Performance Payment.
R.10 Provision of ticketing data to Authority	Operator to provide transaction and revenue data in the format and at the time specified in Schedule 8: Ticketing and Fare Collection	2 points for each day after required time that data in correct format is not provided. Delay in supply of data may also result in delay in contractual payments.

Table 19 -15 Report provision performance indicators

19.21 Cyber Security Performance

19.21.1 The Cyber Security Performance Maximum Deduction as set out in Table 19-2 is applied in full if 11 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Cyber Security Service Performance Maximum Deduction is applied if 10 Performance Points or less are accumulated under this heading in any one Quarter. No Cyber Security Performance Deduction is applied if 5 or less Performance Points are accumulated under this heading in any one Quarter.

Indicator	Requirement	Performance Points
SC.1 Service Reporting	Full Service Report per section 32.7 to be submitted within 10 business days of end of quarter. Methodology: Authority Records	1 per failure
SC.2 Annual Security Plan	Failure to submit annual security plan and/or ISMS. Note: Result for year applied to first quarter of subsequent year. Methodology: Authority Records	1 per failure
SC.3 Data Breach Simulation	Failure to undertake a Data Breach rehearsal or DR test Applies to final quarter Methodology: Operator to report in final Quarterly Full Service Report of any failure to undertake a Data Breach rehearsal or DR test. NTA audits will apply	1 per failure
SC.4 DR Plan	Failure to undertake a DR test Applies to 3 rd quarter only Methodology: Operator to report in 3 rd Quarterly Full Service Report of any failure to undertake a DR test. NTA audits will apply	1 per failure
SC.5 Supplier Reviews	Failure to undertake a quarterly review of key suppliers as defined in the ISMS Maximum penalty 2 per quarter Methodology: Operator to report in Quarterly Full Service Report any failure to undertake a quarterly review of key suppliers as defined in the ISMS. NTA audits will apply	1 per failure
SC.6. Patching Remediation	Failure to apply patches in line with service level Maximum penalty 5 points per quarter Methodology: Quarterly Full Service Report to contain percentage of incidents where patches were applied in line with service level. NTA audits will apply	1 point per % below 95% compliance with requirements
SC.7 Vulnerability Scanning	Failure to scan all systems each quarter Maximum penalty 5 points Methodology: Operator to report in Quarterly Full Service Report any failure to scan a system in that quarter. NTA audits will apply.	1 point per failure
SC.8 User access Reviews	Failure to undertake user access reviews of key systems Maximum penalty 5 points Methodology: Operator to report in Quarterly Full Service Report any failure to undertake user access reviews of key systems in that quarter. NTA audits will apply	1 point per failure

Indicator	Requirement	Performance Points
SC.9 Audit and supplementa ry evidence	Failure to facilitate an audit	1 point
	Failure to supply additional evidence in support of the quarterly reporting pack	1 point
	Methodology: Authority Records	

Table 19 -16 Cyber Security performance indicators

19.22 Fare Evasion Deduction and Incentive Payments

19.22.1 The Fare Evasion Deduction for the relevant Quarter shall be calculated as follows:

19.22.2 If the Fare Evasion Rate as defined in Schedule 10 and included in the Fare Evasion Survey report for the relevant Quarter is less than or equal to the Permitted Fare Evasion Threshold due for that Quarter, the Fare Evasion Deduction shall not apply.

19.22.3 If the Fare Evasion Rate is greater than the Permitted Fare Evasion Threshold for the relevant Quarter, the Fare Evasion Deduction shall be calculated using the following equation:

$$\text{Fare Evasion Deduction} =$$

$$(\text{Fares Revenue due for the relevant Quarter}) \times$$

$$(\text{Fare Evasion Rate for the relevant Quarter} - \text{Permitted Fare Evasion Threshold})$$

19.22.4 If the Fare Evasion Rate is less than the Permitted Fare Evasion Threshold for the relevant Quarter, the Authority shall pay the Operator an amount, calculated using the following equation:

$$\text{Fare Evasion Incentive Payment}$$

$$= (\text{Fares Revenue due for relevant Quarter}) \times$$

$$\frac{(\text{Permitted Fare Evasion Threshold} - \text{Fare Evasion Rate for relevant Quarter})}{2}$$

Annex A: Operability Model

Refer to digital file << Schedule 19 Annex A Operability Model>> link below.

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%2019%20Annexes&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

Annex B: Mystery Shopper KPI Calculation Methodology

1. Introduction

This Note should be read in conjunction with the accompanying “Schedule 19 Annex A: Mystery Shopper Forms” Excel workbook.

The workbook contains the following tabs: -

Tab 1: ‘Tendered BÉ Questionnaire’ – a copy of the Mystery Shopper Questionnaire for tendered BÉ services

Tab 2: ‘Tendered BÉ KPI’ – The KPI’s for the tendered BÉ services

Tab 3: ‘Sample Calc Tendered BÉ KPI’ – a worked through example using Mystery Shopper survey data to show how the spread sheet for tendered BÉ services will work

This note summarises how the Authority uses raw quarterly Mystery Shopper data to determine the performance of an operator against a number of Key Performance Indicators. This explanation should be read in conjunction with Tab 3 ‘Sample C of Tendered BÉ KPI’ of the Tendered BÉ KPI excel workbook.

2. KPI Categories

Certain contractual KPIs are measured using the results of the Mystery Shopper surveys, as set out in Schedule 19.

The Mystery Shopper survey results are used to score operator performance under the following five key headings, which include a number of sub headings, as follows: -

1. Bus Vehicle Performance - V.1:
 - Bus Fleet Deployment
2. Bus Equipment Performance - E.1:
 - E1.1: Centre Doors Opening
 - E1.2: Wheelchair Ramp
 - E1.3: Electronic Next Stop Display
 - E1.4: Automatic Next Stop Announcement
 - E1.5: External Route Information Displays
 - E1.6: CCTV Equipment
 - E1.7: Ticketing Equipment
 - E1.8: Leap Card Equipment
 - E1.9: Lighting
 - E1.10: Heating
 - E1.11: Passenger Wi-Fi
3. Bus Driver Performance - D.1:
 - D1.1: Dealing with passenger disputes and Customer Queries
 - D1.2: Uniform and Presentation of the driver
 - D1.3: Driving style
 - D1.4: Pulling up at the bus stop
 - D1.5: Stopping to pick up boarding passengers when requested
 - D1.6: Safe Driving Behaviour
 - D1.7: Informing passengers of any service change

4. Bus Cleanliness Performance - C.1:
 - C1.1: Internal cleanliness of the bus
 - C1.2: Seat cushion damage
 - C1.3: Condition of windows
 - C1.4: External cleanliness of the bus
5. Customer Information Performance (CI):
 - CI.1: Display of fares on bus

3. Use of Quarterly Mystery Shopper survey responses to calculate KPI performance

Each Quarter the Authority will use the results of the Mystery Shopper survey to calculate the performance of the operator under various service quality criteria as set out in Schedule 19 of the contract. This section sets out the methodology used to do this.

For ease of reference each of the possible responses to survey questions have been coded. These codes are contained in column D entitled 'Answer code'. An example is shown below.

Q37	When you were boarding the bus, did the driver open the centre doors for passengers who were getting off the bus ?	
1.	Yes	Q37.1
2.	No	Q37.2
3.	There were no alighting passengers	Q37.3

Extract from 'Sample Calc Tendered BÉ KPI' showing question number and answer coding indicated in the yellow cells

Under each of the headings and subheadings outlined in section 2 above, there is a combination of questions used to determine a performance score for each of these subheadings. For example, for subheading 'E1.1: Centre Doors Opening' under the 'E.1 Bus Equipment Performance' heading, a combination of the responses to survey questions 36, 37 and 65 are used to determine the operator's performance under this KPI.

The questions asked in the survey are below

ASK ALL

Q36 Did the bus have centre doors?

1.	Yes
2.	No

IF YES TO CENTRE DOORS Q36/1

Q37 When you were boarding the bus, did the driver open the centre doors on all occasions whether requested to or not?

1.	Yes
2.	No
3.	There were no alighting passengers

IF YES TO CENTRE DOORS (Q36/1 IN "AT TIME OF BOARDING BUS" SECTION)

Q65 Did the driver open the centre doors as you got off the bus?

1.	Yes
2.	No

Column F entitled 'Measurement Methodology' in the 'Sample Calc Tendered BÉ KPI' tab outlines the formula used to determine the percentage of non-adherences using the responses to each of the

survey questions under each KPI. For example under 'E1.1: Centre Doors' the following formulas are used: -

For Q37 (boarding)

Non-adherence (Q37/2) as
% of surveyed buses with centre doors (Q36/1)

And for Q65 (alighting)

Non-adherence (Q65/2) as
% of surveyed buses with centre doors (Q36/1)

We use the tabulated survey results from that Quarter's mystery shopper survey to calculate the non-adherence score, and this is recorded in column H 'Percentage of Non-adherences'

Column I sets out the Performance Points (taken from Schedule 19) which apply to non-adherences. In most case 1% non-adherence of compared to relevant sample as set out in Column F is equivalent to 1 Performance Point however in a number of instances 1% is equal to 2 points, this is for the following KPI's: -

E.1.2 Wheelchair Ramp performance

E.1.7 Ticketing Equipment performance

E.1.8 Leap Card Equipment performance

and **D.1.6** Safe Driver Behaviour but only for questions **71** and **75A**

Column K entitled '*Composite Performance Points*' the points contained here are made up of the average Performance Points (rounded down to nearest full percentage point) for each of the questions that are used to determine that particular KPI sub-heading. For example the composite performance points for KPI E1.1: relating to centre door opening is made up of the average percentage of non-adherences in Q37 and Q65, where each full 1% of non-adherence is equal to 1 Performance Point. In this particular example this gives us a composite result of 4.0 Performance Points. The blue fill in Column K colour indicates which question results are combined to form the result.

Column L entitled '*KPI Targets*' outlines the scale of deductions applied for not meeting a KPI and the points score they are applied at. Depending on the total Performance Point score, 0%, 50% or 100% deductions may apply under that indicator heading.

For example in the case of the Bus Equipment Performance - E.1 KPI and the 10 subheadings that form this KPI, which are: -

1. E1.1: Centre Doors
2. E1.2: Wheelchair Ramp
3. E1.3: Electronic Next Stop Display
4. E1.4: Automatic Next Stop Announcement
5. E1.5: External Route Information Displays
6. E1.6: CCTV Equipment

7. E1.7: Ticketing Equipment
8. E1.8: Leap Equipment
9. E1.9: Lighting Equipment
10. E1.10: Heating Equipment

- No deduction applies if 11.9 or less Performance Points are accumulated under this heading;
- A 50% deduction will be applied if 12 to 24.9 Performance Points are accumulated; and
- A 100% deduction will be applied if 25 Performance Points or more are accumulated.

In the example shown a 100% deduction (equivalent to 0.4% of the Maximum Quarterly Payment ,as set out in Table 19-2 of Schedule 19) would be applied, as the Operator has exceeded 25 Performance Points, by recording 32.6 Performance Points this Quarter.

Annex C: Mystery Shopper Surveyor Instructions

Refer to digital file <<Schedule 19 Annex C Mystery Shopper Surveyor Instructions >> link below.

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%2019%20Annexes&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

Schedule 20: Contract Prices and Indexation

Part 1 – Operating charges

20.1 Introduction

20.1.1 In this Schedule (Contract Charges and Indexation):

Annual Services Charge has the meaning given to it in paragraph 20.2.2 of this Schedule 20.

Base Price Date means 1 January 2020.

Indexation Month means in relation to the Base Price Date or a Review Date, the month of June (to which the Index, when published, relates), immediately preceding such Base Price Date or Review Date, as the case may be.

20.1.2 **Relevant Quarter** means in relation to the Base Price Date or a Review Date, Q2 (to which the Employment Index, when published, relates) immediately preceding such Base Price Date or Review Date, as the case may be. The tables in this Schedule 20 (Contract Charges and Indexation) and associated Annex A set out the costs for operating the Services.

20.1.3 All monetary values in this Schedule 20 (Contract Charges and Indexation) are at Base Price Date prices.

20.1.4 The charges payable by the Authority for the Services provided by the Operator in a Reporting Period will be:

(a) calculated in accordance with paragraphs 20.2 to 20.5 of Schedule 20 (Contract Charges and Indexation); and

(b) payable in accordance with Schedule 21 (Payment Mechanism).

20.2 Services Charge

20.2.1 The Services Charge will only become due and payable from the Commencement Date, and is only payable in respect of the Contract Period remaining after the Commencement Date.

20.2.2 Subject to paragraph 20.1.2, the Services Charge payable in respect of a Reporting Period shall be the result of the following formula:

$$SC_{rp} = \frac{ASC}{13}$$

where:

SC_{rp} is the Services Charge payable in respect of a Reporting Period;

ASC is the Annual Services Charge as detailed in Annex A to this Schedule 20 (indexed in accordance with paragraphs 20.6 to 20.10 of this Schedule 20) which applies on the first day of the Reporting Period.

- 20.2.3 The Annual Services Charge used to calculate the Services Charge will be subject to indexation in accordance with the provisions of paragraphs 20.6 to 20.10 of this Schedule 20 (Contract Charges and Indexation).
- 20.2.4 The allocation methodology used for each cost item as set out in the Operator's Methodology Report. The Operator shall not be permitted to amend the allocation methodology for any cost item without prior approval from the Authority.
- 20.2.5 At the beginning of any Contract Year, all approved Variations from the previous Contract Year shall be included in the calculation of that year's Annual Services Charge where ongoing costs are due to be incurred.

20.3 Calculation of Annual Operating Charge

- 20.3.1 The Annual Operating Charge for a Contract Year shall be calculated by the Authority.
- 20.3.2 The Annual Operating Charge shall be the sum of
- (a) Annual Services Charge, indexed in accordance with section 20.6 to 20.10 of Schedule 20 plus the price for approved Variations, itemised;
Plus
 - (b) Capital Expenditure Projects approved for funding through the PSO Budget as outlined in Schedule 17
Plus
 - (c) Any Payments related to Ancillary Services as outlined in Schedule 21
Plus
 - (d) Reasonable Profit for that year as determined by the Authority
less
 - (e) adjustments for all ancillary revenues for the previous Contract Year or Contract Years as contemplated under Schedule 22: Net Financial Effect Report,
less
 - (f) Fares Revenues retained by the Operator prior to the Gross Cost Date
less
 - (g) adjustments for any positive financial effects for the previous Contract Year or Contract Years as contemplated under Schedule 22: Net Financial Effect Report;
less
 - (h) adjustments for profit for the previous Contract Year or Contract Years in excess of Reasonable Profit that the Authority may deem appropriate, using the methodology set out in Schedule 22: Net Financial Effect Report;
and

(i) any other payment adjustments contemplated by this Agreement.

20.3.3 Any Variations which are approved by the Authority during a Contract Year in accordance with Schedule 23: Variations shall be paid in accordance with Schedule 21 (Payment Mechanism);

20.4 Rates for Variations to Services

20.4.1 All Variations shall be made in accordance with Schedule 23 (Variations).

20.4.2 For the purposes of any Variation, the hourly rates for the provision of bus drivers (according to the day of the week when the service is provided) or other Staff are the rates set out in Tables 1a and 1b (Hourly rates for service variations). The hourly rates for each time period include all amounts associated with the provision of Staff (such as salary, bonus, overtime, pension contribution, employer taxes) and include all amounts which may be payable in connection with unsocial hours and other enhancements.

Table 1A – Hourly rates for service variations – bus drivers		
Time of service	Bus drivers (Rate per hour)	Revenue Protection Officers (Rate per hour)
Monday to Friday (00:00 on Monday to 23:59 on Friday)	€	€
Saturday (00:00 on Saturday 23:59 on Saturday)	€	
Sundays/Bank Holiday (00:00 on Sundays to 23:59 on Sunday)	€	€

Table 1B – Hourly rates for service variations – other staff	
Staff Type	Rate per hour
TBC	€
TBC	€
TBC	€

20.4.3 The hourly rates set out in Table 1 shall be subject to an indexation adjustment in accordance with paragraph 20.9.2.

20.4.4 For the purposes of any Services Variation, the fuel cost (indexed in accordance with paragraph 20.10) shall be calculated based on the fuel cost per litre for each Network Bus

[illegible]

Table 3 – Annual fuel charge by Network Bus type				
Network Bus Type	Year of Manufacture	Average fuel consumption rate (l/100 km)	Litres consumed (l)	Fuel cost per litre (€/l)
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	l/100 km	l	€/l
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	l/100 km	l	€/l
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	l/100 km	l	€/l
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	l/100 km	l	€/l
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	l/100 km	l	€/l
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	l/100 km	l	€/l
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	l/100 km	l	€/l
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	l/100 km	l	€/l
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	l/100 km	l	€/l
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	l/100 km	l	€/l
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	l/100 km	l	€/l
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	l/100 km	l	€/l
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	l/100 km	l	€/l
Total			l	

20.5.3 The charges in Tables 2 and 3 shall be used in the event of an Authority Variation in accordance with Clause 28.3 (d) *Changes and Variations to Services* and Schedule 23 (*Variations*) for the purposes of considering any changes in costs being demonstrated by the

Operator under Clause 28.3(d), insofar as any such difference is directly referable to the change in specification of an Authority Network Bus.

Annex A4: 'to Schedule 2 and Annex A to Schedule 3 shows the Peak Vehicle Requirement and drivers duties by Route and by day, required to operate the Services. .

Part 2 – Indexation

20.6 Indexation

20.6.1 To the extent that paragraphs 20.1 to 20.5 of this Schedule 20 (Contract Charges and Indexation) requires that the Services Charge payable during a Contract Year shall be subject to indexation, such amount shall be adjusted, with effect from the Review Date in that Contract Year, in accordance with the following formula:

$$AA = AF_{RD} \times BA_{BD}$$

where:

- AA** is the amount of the Services Charge payable during such Contract Year;
- AF_{RD}** is Applicable Factor determined in accordance with paragraphs 20.6 to 20.10 of Schedule 20 in respect of a Review Date for a Contract Year; and
- BA_{BD}** is the amount of the Services Charge (expressed as of the Base Price Date) identified in paragraph 20.2 of this Schedule 20 as to be indexed.

20.7 Applicable Factor

20.7.1 the Applicable Factor for a Review Date shall be determined in accordance with the following:

$$AF_{RD} = (CPF_{RD} + EF_{RD} + FF_{RD})$$

where:

- AF_{RD}** is the Applicable Factor for a Review Date;
- CPF_{RD}** is the Consumer Price Factor for the Indexation month prior to such Review Date determined in accordance with paragraph 20.8;
- EF_{RD}** is the Employment Factor for the relevant Quarter prior to such Review Date determined in accordance with paragraph 20.9; and
- FF_{RD}** is the Fuel Factor for the Review Date determined in accordance with paragraph 20.10.

20.8 Consumer Price Factor

20.8.1 Consumer Price Factor for an Indexation month shall be determined in accordance with the following:

$$CPF_{RD} = \left(1 + \frac{CPI_{RD} - CPI_{BD}}{CPI_{BD}}\right) \times CPP$$

provided that, if CPI_{RD} for a particular Indexation Month is less than CPI_{RD} for any previous Indexation Month, the Consumer Price Factor for the relevant Contract Year shall be determined using CPI_{RD} for that previous Indexation Month: where:

- CPF_{RD}** is the Consumer Price Factor for an Indexation month, expressed as a decimal to three decimal places;
- CPI_{RD}** is the Consumer Price Index, excluding energy products, published by the Central Statistics Office (or any successor thereto) for the Indexation month of June prior to the Review Date for the Contract Year for which the calculation is being made;
- CPI_{BD}** is the number, excluding energy products, published by the Central Statistics Office for the Indexation month of June prior to the Base Price Date; and
- CPP** is the Consumer Price Percentage, expressed as a decimal to three decimal places. The Consumer Price Percentage means the percentage of the Annual Services Charge to be indexed by reference to the Consumer Price Index.

20.9 Employment Factor

- 20.9.1 The Employment Factor for a relevant Quarter shall be determined in accordance with the following:

$$EF_{RD} = \left(1 + \frac{EHECS_{RD} - EHECS_{BD}}{EHECS_{BD}}\right) \times EP$$

provided that, if $EHECS_{RD}$ for a particular Relevant Quarter is less than $EHECS_{RD}$ for any previous Relevant Quarter, the Employment Factor for the relevant Contract Year shall be determined using $EHECS_{RD}$ for that previous Relevant Quarter;

where:

- EF_{RD}** is the Employment Factor for a relevant Quarter, expressed as a decimal to three decimal places;
- EHECS_{RD}** is the average hourly earnings of all employees in the economy number published by the Central Statistics Office (or any successor thereto) for Q2 for the year prior to the Contract Year for which the calculation is being made;
- EHECS_{BD}** is the average hourly earnings of all employees in the economy number published by the Central Statistics Office (or any successor thereto) for the Q2 prior to the Base Price Date; and
- EP** is the Employment Percentage, expressed as a decimal to three decimal places. The Employment Percentage means the percentage of the Annual Services Charge to be indexed by reference to the average hourly earnings of all employees in the economy, as set out in the Central Statistics Office's Earning Hours and Employment Costs Survey.

20.9.2 Where the hourly rates for bus drivers or other staff associated with Variations as set out in paragraph 20.4.2, are to be indexed, the rates for a Review Date shall be determined in accordance with the following formula:

$$HR = \left(1 + \frac{EHECS_{RD} - EHECS_{BD}}{EHECS_{BD}} \right) \times HD$$

where:

HR is the hourly rate for bus drivers or other staff associated with Variations, payable during such Contract Year;

EHECS_{RD} has the same meaning as defined in paragraph 20.9.1;

EHECS_{BD} has the same meaning as defined in paragraph 20.9.1; and

HD is the hourly rate for bus drivers or other staff associated with Variations, (expressed as of the Base Price Date) identified in paragraph 20.4.2.

20.10 Fuel Factor

20.10.1 Internal Fuel

The Fuel Factor for a Review Date at the start of a Contract Year shall be determined in accordance with the following formula:

$$FFRD = (\text{Fuel Price of the current year} / \text{Fuel Price of the prior year}) \times FP1$$

Where

FP1 is the internal Fuel Percentage, expressed as a decimal to three decimal places. The Fuel Percentage means the percentage of the Annual Services Charge to be indexed by reference to this Section 20.10

20.10.2 The Fuel Price consists of the following elements:

(a) ULSD 10 ppm CIF NWE	\$/tonne
(b) Handling costs	\$/tonne
(c) Volume conversion (tonnes -> litres)	currently 1183 Ltr/Tonne
(d) Exchange rate	\$/€
(e) Administration & Other related costs	€/litre
(f) Customs & Excise Road	€/litre currently €0/Ltr

- (g) Carbon tax Road currently €/Ltr
- (h) VAT rate road currently 23.00%
- (i) VAT non recoverable % road currently 95%
- (j) Bio Fuel levy – road currently €/Ltr
- (k) Bio Fuel obligation – road currently 12.36% of usage

20.10.3 The following table sets out the basis of calculation for Road Fuel Price.

ITEM	DESCRIPTION	FUNCTION	UNIT OF MEASURE	ROAD FUEL
A	ULSD 10 PPM CIF NWE		\$/Tonne	
B	Handling Costs-freight, port fees	+	\$ Tonne	
C	Conversion rate 1183	/	Litre/Tonne	
D	Exchange rate (see 20.10.1.2 below)	/	\$/€	
S1	Subtotal {(A+B)/C}/D		€	
E	Logistics	+	€/Litre	
F/G	Customs & Excise*	+	€/Litre	
H/I	Carbon*	+	€/Litre	
J	Marker Dye Rail	+	€/Litre	
K/L	VAT % of A above*	*	%	
M/N	VAT non recoverable % *	*	%	
S2	Subtotal (S1*H*I)			
J	Bio-Fuel levy*	+	€/Litre	
K	Bio Fuel Obligation*	*	%	
S3	Subtotal (J*K)			
	TOTAL ROAD [S1+E+G+I+J+S2+S3]			

* These items are determined by statute/regulation – any amendments arising from changes to the current values of these elements will be accommodated by contract variation.

20.10.4 Budget ULSD [10ppm CIF NWE] \$ per tonne is arrived at in accordance with the following schedule:

Current Month	Cover for Requirement of	Current Month	Cover for Requirement of
Jan-16		Jan-17	Jul-18
Feb-16		Feb-17	Aug-18
Mar-16		Mar-17	Sep-18
Apr-16		Apr-17	Oct-18
May-16		May-17	Nov-18
Jun-16		Jun-17	Dec-18
Jul-16	Jan-18	Jul-17	Jan-19
Aug-16	Feb-18	Aug-17	Feb-19
Sep-16	Mar-18	Sep-17	Mar-19
Oct-16	Apr-18	Oct-17	Apr-19
Nov-16	May-18	Nov-17	May-19
Dec-16	Jun-18	Dec-17	Jun-19

The Jan 18 forward price per tonne is determined on 15th July 2016. 8.33% of this price is included in the calculation of the 2018 fuel cost per tonne
The Feb 18 forward price per tonne is determined on 15th August 2016. 8.33% of this price is included in the calculation of the 2018 fuel cost per tonne

This process continues such that the budget unit price for 2018 fuel is finalised on 15th June 2017 i.e. being 8.33% of each monthly price taken in respect of each month in 2018

Provided that where any of the foregoing dates is not a Business Day, the relevant date shall be the next Business Day;

20.10.5 The exchange rate (referred to as D in the fuel price calculation table in paragraph 20.10.3) for \$/€ conversion is set as the sum of 8.33% of the forward rate arising on the same working day as the fuel forward \$ price is established.

20.10.6 External Fuel

The Fuel Factor for a Review Date at the start of a Contract Year shall be determined in accordance with the following formula:

Fuel Price Factor External = $((\text{WPID 2} - \text{WPID 1}) / \text{WPID 2}) \times \text{FP2}$

Where:

FP2 is the external Fuel Percentage, expressed as a decimal to three decimal places. The Fuel Percentage means the percentage of the Annual Services Charge to be indexed by reference to this Section 20.10

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

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

20.10.7 The Operator shall comply with its obligations under paragraph 21.4 (Diesel Rebate Scheme).

Annex A1: Annual Service Charge

Annual Service Charge Breakdown of Key Direct Costs	
	€000
Driver Payroll	
Supervisors & Conductors	
ME Payroll	
Bus Hire	
Fuel/Lubricants	
Garage Maintenance Costs (spare parts & tyres)	
Third Party Claims	
Other Direct Costs	
Total Direct Costs	
Overheads	
Total Annual Service Charge	

Table 20-A1 Annual Service Charge at Commencement Date

For live Annual Service Charge please refer to digital file <<Schedule 20 Annex A1 Annual Service Charge >> link below

<https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/ layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%2020%20Annexes&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D>

Annex A2: - Annual Service Charge by Route

Refer to digital file <<Schedule 20 Annex A2 Annual Service Charge by Route >> link below

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%2020%20Annexes&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

Annex B: - Direct Kilometre Charge by Route

Refer to digital file <<Schedule 20 Annex B Direct Kilometre Charge by Route >> link below

https://ntashare.nationaltransport.ie/PMO/Bus%20Eireann%202019%20Direct%20Award/_layouts/15/start.aspx#/SitePages/Home.aspx?RootFolder=%2FPMO%2FBus%20Eireann%202019%20Direct%20Award%2FShared%20Documents%2FSchedules%2FFinal%20Schedules%2FAnnexes%2FSchedule%2020%20Annexes&FolderCTID=0x0120008797D61257D2E14AA781803FDE4FEC4D&View=%7BA4614FA5%2D9FD0%2D4FF5%2DAA48%2D008CE955C205%7D

Schedule 21: Payment Mechanism

21.1 Introduction

- 21.1.1 The Operator is entitled to invoice the Authority for payments due in accordance with this Agreement.
- 21.1.2 The Operator shall issue the Authority with invoices (or to the extent applicable, credit notes) in respect of each Reporting Period or Quarter, as the case may be, in respect of amounts payable under this Agreement in accordance with this Schedule 21 (Payment Mechanism).
- 21.1.3 In this Schedule (Payment Mechanism):

Ancillary Services Payment means the payment contemplated by paragraph 21.16.

Annual Operating Charge has the meaning given to it in paragraph 20.3 of Schedule 20 (Contract Charges and Indexation)

Base Period Payment means the payment contemplated by paragraph 21.7.

Diesel Rebate Claim has the meaning given to it in paragraph 21.4.2

Excess Wait Time Incentive Payment means the payment contemplated by paragraph 21.10.

Fare Evasion Deduction means the deduction contemplated by 21.13.

Fare Evasion Incentive Payment means the payment contemplated by paragraph 21.15.

Lost Kilometres Deduction means the deduction contemplated by paragraph 21.12,

Period Payment means, in respect of a Reporting Period, the amount payable to the Operator in accordance with paragraph 21.2 of this Schedule 21 (Payment Mechanism) for such Reporting Period.

Punctuality Incentive Payment means the payment contemplated by paragraph 21.9,

Punctuality Performance Payment means the payment contemplated by paragraph 21.8.

Quarterly Payment means, in respect of each Quarter, the amount payable to the Operator in accordance with paragraph 21.3 of this Schedule 21 (Payment Mechanism).

Services Charge has the meaning given to it in paragraph 20.2 of Schedule 20 (Contract Charges and Indexation).

Service Quality Performance Payment means the payment contemplated by paragraph 21.14.

Supporting Documentation has the meaning given to it in paragraph 21.19.

21.2 Calculation of invoices for a Period Payment

- 21.2.1 The amount payable in respect of each Reporting Period shall be the aggregate of:
- (a) the Base Period Payment (in accordance with paragraph 21.7), for such Reporting Period;

- (b) any payment for a Variation, (in accordance with paragraph 21.11),
 - (c) any payment for Ancillary Services (in accordance with paragraph 21.16), for such Reporting Period,
 - (d) any payment for Capital Expenditure projects (in accordance with paragraph 21.17) for such Reporting Period,
 - (e) any other payments payable to the Operator in accordance with this Agreement;
- less the aggregate of*
- (f) any deduction arising from a Variation, (in accordance with paragraph 21.11)
 - (g) Fares Revenues for such Reporting Period retained by the Operator prior to the Gross Cost Date
 - (h) Ancillary revenues for such Reporting Period retained by the Operator

21.3 Calculation of Invoice for a Quarterly Payment

21.3.1 A Quarterly Payment refers to the amount payable to the Operator in respect to each Quarter, commencing on the Commencement Date and ending on the Expiry Date.

21.3.2 The amount of a Quarterly Payment in respect of each Quarter shall be the aggregate of.

- (a) the Punctuality Performance Payment, (in accordance with paragraph 21.8)
- (b) the Excess Wait Time Incentive Payment, (in accordance with paragraph 21.10)
- (c) the Punctuality Incentive Payment, (in accordance with paragraph 21.9)
- (d) the Service Quality Performance Payment, (in accordance with paragraph 21.14 for such Quarter;
- (e) The Fare Evasion Incentive Payment (in accordance with paragraph 21.15 for such Quarter,

Less the aggregate of

- (f) the Lost Kilometres Deduction (in accordance with paragraph 21.12), for each Reporting Period within such Quarter
- (g) the Fare Evasion Deduction (in accordance with paragraph 21.13) for such Quarter,
- (h) a deduction equal to the amount of the Diesel Rebate Scheme payment due to the Operator, in accordance with paragraph 21.4, for the three month period ending on either 31 March, 30 June, 30 September or 31 December, where the Reporting Period in which the invoice is being submitted is the Quarter after which such payments are received by the Operator.

- (i) any other deductions due in accordance with this Agreement.

21.3.3 In the event the calculation of any Quarterly Payment results in a negative value, the Operator shall issue the Authority with a credit note. This credit note may be offset or applied against any amounts due to Operator by the Authority.

21.4 Diesel Rebate Scheme

21.4.1 The Operator is required to be registered for the Diesel Rebate Scheme, with the Office of the Revenue Commissioners, in advance of the Commencement Date.

21.4.2 The Operator shall submit a claim under the Diesel Rebate Scheme, for each three month period, ending on 31 March, 30 June, 30 September and 31 December (the '**Diesel Rebate Claim**'). The value of the Diesel Rebate Claim shall be in accordance with the rules of the scheme as determined by the Office of the Revenue Commissioners and will apply to all of the eligible diesel purchased for the purposes of providing the Services. The Operator shall include all of the eligible diesel purchased during the three month period used for the purposes of providing the Services as part of each Diesel Rebate Claim.

21.4.3 The Authority is entitled to review each Claim submitted by the Operator, including any invoices or supporting documentation required to determine the correct amount of the Claim.

21.4.4 The value of the Diesel Rebate Claim for each period ending on 31 March, 30 June, 30 September and 31 December (each a **Rebate Claim Date**) shall be included in the calculation of the Quarterly Payment for the Quarter after which such payments are received by the Operator..

21.5 Maximum Period Payment

21.5.1 The Maximum Period Payment is the Services Charge payable in respect of the Reporting Period when the Services Charge was incurred, where the Reporting Period occurs during the Operational Period.

21.6 Maximum Quarterly Payment

21.6.1 The Maximum Quarterly Payment for each Quarter is the aggregate of the Services Charges incurred for each Reporting Period during that Quarter.

21.7 Base Period Payment

21.7.1 The Base Period Payment for a Reporting Period prior to the Gross Cost Date is the Annual Operating Charge payable in respect of that Reporting Period minus the Services Charge payable in respect of that Reporting Period multiplied by 0.02.

21.7.2 The Base Period Payment for a Reporting Period following the Gross Cost Date is the sum of the Services Charge payable in respect of that Reporting Period multiplied by 0.98 and the Reasonable Profit divided by 13.

21.8 Punctuality Performance Payment

21.8.1 The Punctuality Payment is determined for Punctuality and EWT performance in accordance with Schedule 19 (Performance Payments and Deductions) and is notified to the Operator by the Authority in the Punctuality Performance Report for the relevant Quarter.

21.9 Punctuality Incentive Payment

21.9.1 The Punctuality Incentive Payment is determined in accordance with Schedule 19 (Performance Payments and Deductions) and is notified to the Operator by the Authority in the Punctuality Performance Report for the relevant Quarter.

21.10 Excess Wait Time Incentive Payment

21.10.1 The Excess Wait Time Incentive Payment is determined in accordance with Schedule 19 (Performance Payments and Deductions) and is notified to the Operator by the Authority in the Punctuality Performance Report for the relevant Quarter.

21.11 Variation Payment

21.11.1 Any amount payable to or by the Operator as a consequence of a Variation (if either is applicable) is to be included in the invoice in respect of the Reporting Period(s) in which such amount falls to be paid, or other such period as the Authority may determine in accordance with paragraph 23.6 of Schedule 23 (Variations).

21.12 Lost Kilometres Deduction

21.12.1 The Lost Kilometres Deduction (if applicable) for any quarter shall be determined by reference to any Deductible Lost Service Kilometres in a Reporting Period falling within such Quarter and is determined in accordance with Schedule 19 (Performance Payments and Deductions) and is notified by the Authority to the Operator in the Lost Kilometre Performance Report for that Quarter.

21.13 Fare Evasion Deduction

21.13.1 The Fare Evasion Deduction is determined in accordance with Schedule 19 (Performance Payments and Deductions).

21.13.2 Fare Evasion Deductions shall not apply in respect of any Services operated during the first two (2) Quarters following the commencement of Fare Evasion surveys. Fare Evasion Deductions will apply in respect of any Services operated from the commencement of the fourth Quarter following the commencement of Fare Evasion surveys and ending on the Expiry Date. For the avoidance of doubt, the first Quarter following the commencement of Fare Evasion surveys is considered a full Quarter for the purpose of this paragraph.

21.14 Service Quality Performance Payment

21.14.1 The Service Quality Performance Payment is determined in accordance with Schedule 19 (Performance Payments and Deductions), and is reported in the Service Quality Performance Report for that Quarter. The Service Quality Performance Report is issued in accordance with Schedule 18 (Records and Reporting Requirements).

21.15 Fare Evasion Incentive Payment

21.15.1 The Fare Evasion Incentive Payment is determined in accordance with Schedule 19 *Performance Payments and Deductions*.

21.16 Ancillary Services Payment

21.16.1 Any amount payable to the Operator as a consequence of work undertaken in respect of Ancillary Services entered into under a Service Level Agreement is to be included in the invoice in respect of the Reporting Period(s) in which such amount falls to be paid, or other such period as the Authority may determine from time to time.

21.17 Capital Expenditure Payment

21.17.1 Any amount payable to the Operator as a consequence of Capital Expenditure projects approved for funding by the Authority through the PSO budget in the Annual Business Plan submitted as per Schedule 17 is to be included in the invoice in respect of the Reporting Period(s) in which such amount falls to be paid. Or other such period as the Authority may determine from time to time.

21.18 Payment of invoices

21.18.1 Within 15 Business Days of receipt of a valid invoice for a Period or Quarterly Payment which has been approved by the Authority, the Authority shall pay the Operator the approved amounts included in the invoice.

21.18.2 Any invoice issued by the Operator must meet the requirements as set out in paragraph 21.19 before the 15 Business Day payment period commences.

21.18.3 All invoices paid by the Authority will be paid by electronic transfer to the bank account details provided on the invoice.

21.19 Invoicing Requirements

21.19.1 The Operator shall prepare and provide to the Authority for approval a draft pro forma invoice within thirty 30 Business Days of the Commencement Date which shall include, as a minimum, the details set out in paragraph 21.9.2 together with such other information as the Authority may reasonably require. If the draft pro forma invoice is not approved by the Authority then the Operator shall make such amendments as may be reasonably required by the Authority.

21.19.2 The Operator shall ensure that each invoice contains the following information:

- (a) the date of the invoice;
- (b) a unique invoice number;
- (c) the Reporting Period or other period(s) to which the relevant Charge(s) relate;
- (d) details of the correct Agreement reference;
- (e) the reference number of the purchase order to which it relates (if any);
- (f) the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
- (g) the methodology applied to calculate the Charges, including indexation;
- (h) the total Charges (gross and net of any applicable deductions);
- (i) any VAT or other sales tax payable in respect of the same;

- (j) details of any credits or deductions that shall apply to the Charges detailed on the invoice;
- (k) reference to any reports required by the Authority in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Operator for validation by the Authority, then to any such reports as are validated by the Authority in respect of the Services);
- (l) a contact name and telephone number of a responsible person in the Operator's finance department in the event of administrative queries; and
- (m) the banking details for payment to the Operator via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

21.19.3 The Operator shall submit an invoice for the Period Payment ten (10) Business Days in advance of the end of each Reporting Period.

21.19.4 The Operator shall submit separate invoices for each Reporting Period in respect of each of:

- (a) the amount referred to at paragraph 21.2.1 (a); and
- (b) the other amounts referred to in paragraph 21.2.1

21.19.5 The Operator shall submit an invoice for the Quarterly Payment following confirmation by the Authority of the amount of the elements to be included in it in accordance with paragraph 21.3 and in any event no later than 8 weeks after the end of the relevant Quarter.

21.19.6 In the event that all elements covered in paragraph 21.3 have not been finalised by the Authority within the 8 weeks referred to in paragraph 21.19.5, the Operator shall assume that no deduction or incentive payment applies to any outstanding element and where relevant the full Punctuality Performance Payment shall be assumed to be due. Any necessary adjustments following the finalisation of any outstanding elements contemplated in paragraph 21.3 shall be carried out in subsequent payments.

21.19.7 Each invoice shall at all times be accompanied by sufficient information ("Supporting Documentation") to enable the Authority to reasonably assess whether the amounts detailed thereon are properly payable. Any such assessment by the Authority shall not be conclusive. The Operator undertakes to provide to the Authority any other documentation reasonably required by the Authority from time to time to substantiate an invoice.

21.19.8 The Operator shall submit all invoices and Supporting Documentation in such format as the Authority may specify from time to time to:

National Transport Authority
Dún Scéine
Harcourt Lane
Dublin 2
D02 WT20

with an electronic copy emailed to accounts@nationaltransport.ie and the Authority's representative

and a copy (including any Supporting Documentation) to such other person and at such place as the Authority may notify to the Operator from time to time.

21.19.9 The Authority shall only regard an invoice as valid if it complies with the provisions of paragraph 21.19 of this Schedule 21 (Payment Mechanism). Where any invoice does not conform to the Authority's requirements set out in this paragraph 21.19 of this Schedule 21 (Payment Mechanism), the Authority will return the invalid invoice to the Operator. The Operator shall promptly issue a replacement invoice which shall comply with the same. The payment period countdown will only commence upon receipt of a valid invoice which complies with the Authority's requirements.

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

22.1 Overview

- 22.1.1 No later than 30th April each year, the Operator shall submit a draft Net Financial Effect (NFE) Report for Authority approval, setting out the operating costs incurred and the revenues and Positive Financial Effects received by the Operator in providing the Services in the previous Contract Year, or in the case of 2024, the period from 1st January 2024 to 30th November 2024.
- 22.1.2 If the Authority has reason to believe that any element of the draft NFE Report has either not been compiled in accordance with the Agreement or has been based on erroneous or incomplete information or data, it may require the Operator to revise and re-submit the draft NFE Report within ten Business Days of being notified.

22.2 NFE Report content

- 22.2.1 The NFE Report shall contain a summary, for the previous Contract Year, or in the case of 2024, the period from 1st January 2024 to 30th November 2024, of
- (a) The costs incurred by the Operator associated with the operation of Services, under the following cost headings:
 - i. Subtotal of annual operating costs (excluding costs incurred under items (ii) to (ix) below) including approved variations
 - ii. Net Depreciation (schedule of movements)
 - iii. Claims costs
 - iv. Interest on CIE debt allocated to Operator (if any)
 - v. Infrastructure Access Charge
 - vi. Capital Expenditure (funded by Operator and approved by the Authority)
 - vii. Services provided by the Operator under each Service Level Agreement for Ancillary Services not included in the annual operating costs above
 - viii. Lost Kilometre deductions made by the Authority
 - ix. Other Costs, which shall be itemised
 - (b) The Fares Revenue received by the Operator associated with the provision of the Services prior to the Gross Cost Date;
 - (c) Annual Service Charge, indexed in accordance with Schedule 20 for the previous Contract Year;
 - (d) Reasonable Profit for that Contract Year;
 - (e) Payments related to Variations in that Contract Year;
 - (f) All other revenues received by the Operator associated with the provision of the Services, such as advertising revenue, Network Bus hire for non-PSO purposes etc., and the

payments for Ancillary Services provided by the Operator under each Service Level Agreement and Infrastructure Access Charge payments.

- (g) Any revenue received from the Authority by the Operator associated with the provision of the Services for bus shelter advertising.
- (h) Any Positive Financial Effects (or induced network effects) generated by the operation of the Services as set out in Regulation (EC) No 1370/2007 and Interpretative Guidelines concerning Regulation (EC) No 1370/2007
- (i) Capital expenditure funded by the Authority as approved under the Annual Business Plan as outlined in Schedule 17.

22.2.2 The Operator shall provide, under each heading and subheading above, full details on the methodology used to calculate the values presented in the NFE Report.

22.2.3 In each case where a value in 22.2.1(a) above varies from the agreed charges relating to the Services for the relevant contract year, the Operator shall provide a full explanation of reasons for any material difference in the values presented in the NFE Report.

22.2.4 The Operator shall provide a cash flow statement for the year and a reconciliation of the Net Financial Effect to the movement in cash for the year.

22.2.5 The Operator shall provide a reconciliation of the Net Financial Effect for the year to the operating result contained within the audited financial statements for the same year. Draft annual financial statements shall be issued to the Authority before 28th February with final financial statements provided by 31st May of each year.

22.3 Reasonable Profit

22.3.1 Reasonable profit for the Contract Year is calculated as follows:

$$\frac{\text{Reasonable Profit}}{\text{Adjusted Equity}} \leq 8\%^*$$

*Reasonable profit is limited to 6% over the Contract Period.

Where:

- Reasonable Profit is 6% Return on Adjusted Equity;
- Reasonable Profit is limited to 8% in any one contract year and 6% over the full contract period;
- Adjusted Equity is the share of Total Equity that is relevant to the PSO activity. Total Equity is adjusted by the share of PSO revenue relative to total revenue (excluding schools revenue) for the year in question;
- Total Equity is called up share capital and accumulated profits or losses.

22.3.2 The Authority shall decide at its discretion (acting reasonably) how much, if any, reasonable profit will be paid:

- (a) after taking into account of relevant factors such as affordability and funding availability.

- (b) After having given the Operator an opportunity to submit its representations of what is the reasonable profit, together with supporting material; and
- (c) Having regard to any representations made by the Operator in accordance with paragraph 22.3.2(b).

22.3.3 Where the profit exceeds Reasonable Profit the Authority may reduce the proposed Annual Operating Charge for the forthcoming Calendar Year by the excess amount.

22.3.4 Where the profit exceeds the Reasonable Profit for a Contract Year, but where under-compensation for Services has occurred in previous Contract Years, the Authority shall determine whether some or all of the excess profit should be retained by the Operator to cover any under-compensation in previous Contract Years.

22.4 Efficiency Incentive

22.4.1 Notwithstanding Reasonable Profit set out under section 22.3, the Authority shall permit the Operator to retain not less than 10% and up to 50% of proposed savings associated with a cost saving initiative outlined within a business case, which has been approved by the Authority. The approved amount of savings (the "Cost Efficiency Incentive") may be retained by the Operator for a period of time between 12 months to the remainder of the contract period as determined by the Authority on a case by case basis.

22.4.2 The approved business case outlining the cost efficiency initiatives shall categorise costs in accordance with the Annual Operating Charge under paragraph 20.2.5 of Schedule 20 and in accordance with Schedule 18 Annex E Cost Report template.

22.4.3 The Authority shall adjust the Annual Operating Charge downwards to reflect the proposed savings of the cost efficiency initiatives.

22.4.4 The Operator shall report actual savings versus proposed savings associated with the approved cost saving initiative under Schedule 18 Annex E Cost Report template.

22.4.5 The Authority may subsequently adjust the Annual Operating Charge and the Cost Efficiency Incentive where the actual savings reported in accordance with section 22.4.4 are less than the proposed savings outlined in the relevant approved business case.

Schedule 23: Variations

23.1 General

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

23.2 Authority Variations

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

23.3 Authority Variation Notice

- 23.3.1 To propose a Variation, the Authority shall serve an Authority Variation Notice upon the Operator. The Authority Variation Notice shall:
- (a) set out the proposed Variation in sufficient detail to enable the Operator to conduct a detailed impact analysis and provide the Variation Response in accordance with paragraph 23.4 of this Schedule 23;
 - (b) where implementing the proposed Variation requires Capital Expenditure, for which the Authority is responsible state whether the Authority intends to pay to the Operator the costs involved in implementing the Variation; and

- (c) require the Operator to provide to the Authority within fifteen (15) Business Days of receipt of the Authority Variation Notice, or such other period as may be agreed by the Parties, the Variation Response.

23.4 Variation Response

23.4.1 As soon as practicable and in any event within fifteen (15) Business Days after having received the Authority Variation Notice (or such other period as may be agreed in accordance with this Schedule 23), the Operator shall deliver the Variation Response to the Authority. Subject to paragraphs 23.4.2 and 23.4.3 of this Schedule 23, the Operator shall set out in the Variation Response:

- (a) any impact of the proposed Variation on the provision of the Services;
- (b) any impact of the proposed Variation on the Network Assets;
- (c) whether it requires relief from compliance with any of its obligations under this Agreement during the implementation of the proposed Variation;
- (d) any additional Variations required to implement the proposed Variation specified in the Authority Variation Notice;
- (e) the cost (or, if applicable saving) related to the proposed Variation (the “**Variation Price**”), and any associated (if relevant) anticipated change in revenues that would result from the proposed Variation;
- (f) any Capital Expenditure required, or no longer required, as a result of the proposed Variation;
- (g) the Operator’s plan to implement the Variation (the “Variation Implementation Plan”);
- (h) any regulatory approvals, including any Consents to Operate, required to implement the proposed Variation and
- (i) proposals for the monitoring, reporting and review of the proposed Variation.

23.4.2 The Variation Price is to be developed and derived in accordance with the prices and overhead recovery rates (if appropriate) as set out in Schedule 20 (Contract Charges and Indexation) and is to be accompanied by detailed supporting information and calculations (for route-specific variations in the form outlined in Annex B to this Schedule 23), providing at a minimum:

- (a) the estimated change in costs associated with bus drivers, other Staff, maintenance and fuel required to implement the proposed Variation, based on the prices set out in Schedule 20, Tables 1a, 1b, 2 and 3, Indexed;
- (b) the cost of any internal Operator-supplied goods or services provided pursuant to the proposed Variation;
- (c) the cost of any bought-in or sub-contracted third party goods or services or Capital Expenditure, provided pursuant to the proposed Variation, together with evidence, if required by the Authority, that competitive quotations have been obtained from a number of third parties in this regard;

- (d) any interest, expenses or other third party financing costs to be incurred as a result of implementing the proposed Variation as calculated using the Relevant Interest Rate.

23.5 Finalisation of Variation Response

23.5.1 The Operator shall:

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

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

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

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

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

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

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

23.6 Form of Payment

23.6.1 Where the Authority instructs the Operator to proceed with the implementation of a Variation (other than a Deemed Variation) and it is agreed that the Variation gives rise to an increase in the amount of Annual Services Charge or any other charge, then the Authority shall be entitled to meet the cost of any such increase in expenditure by means of:

- (a) a lump sum payment made in one or more instalments;
- (b) an adjustment to the Annual Services Charges or any other charge over the remainder of the Contract Period in accordance with the provisions of Schedules 20 (Contract Charging and Indexation) and 21 (Payment Mechanism); or
- (c) a combination of paragraphs 23.6.1(a) and (b) above.

23.6.2 Where the Authority decides to permit the Operator to proceed with the implementation of a Variation and it is agreed that the Variation gives rise to a decrease in the Annual Services Charge or any other charge, then the Authority shall be entitled to benefit from such a decrease in expenditure by means of an adjustment to the Annual Services Charge or any other charge over the remainder of the Contract Period in accordance with the provisions of Schedules 20 (Contract Charges and Indexation) and 21 (Payment Mechanism).

23.6.3 Where the Authority issues a Variation Order in respect of a Deemed Variation and it is agreed that the Operator incurs or will incur increased costs, then the Authority shall meet the cost of any such increase in expenditure either by means of an adjustment to the Annual Services Charges or by way of any other charge over the remainder of the Contract Period in accordance with the provisions of Schedules 20 (*Contract Charges and Indexation*) and 21 (*Payment Mechanism*).

23.7 Operator Variations

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

23.8 Operator Variation Notice

23.8.1 The Operator Variation Notice shall set out the proposed Variation in sufficient detail to enable the Authority to evaluate it in full and shall include details of the items specified in paragraph 23.4.1 of this Schedule 23 and to the extent applicable, is accompanied by the information and calculations materials referred to in paragraph 23.4.2 of this Schedule 23.

23.8.2 The Operator shall specify whether it proposes to contribute some or all of the estimated change in Annual Services Charge in the implementation of the Variation.

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

23.8.4 The Authority shall not reject an Operator Variation Notice in respect of a Deemed Variation Order that satisfies the requirements of paragraph 23.8.1.

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

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

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

23.9 Funding of Variation and Form of Payment

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

Annex A: - Variation Notice, Variation Response and Variation Order Proformas

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

Operator Variation Notice Operator to complete and submit to Authority for approval in advance of issue of an Authority Variation Order	
Contract name	
Operator Variation Notice Number	
Reason for proposed Variation	
Description of proposed Variation in sufficient detail to enable the Authority to conduct a detailed impact analysis and determine whether to issue a Variation Order in accordance with paragraph 23.8.4 of Schedule 23	
Where a Timetable alteration is proposed as part of the Variation, provide a Timetable Alteration Request (using proforma in Schedule 2 Annex E) for each proposed alteration.	
Impact of the proposed Variation on the provision of the Services including any impacts on passenger numbers	
Impact of the proposed Variation on the Network Assets	
Is relief from compliance with any Operator obligations under this Agreement requested during the implementation of the proposed Variation?	

(if yes, provide details)	
The Variation Price, with supporting calculations in accordance with methodology set out in paragraph 23.4.2 of Schedule 23: Variations	
Anticipated change in revenues due to Variation, with supporting calculations	
Estimated change to Annual Services Charge, with supporting calculations	
Capital Expenditure required, or no longer required, as a result of the proposed Variation, with supporting calculations	
Operator plan to implement Variation	
Regulatory approvals needed	
Proposals for monitoring, reporting and reviewing the impact of the Variation.	
Proposed Variation implementation date	
Proposed Variation end date (if applicable)	
Notice issue date	

Operator Variation Response

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

Contract name	
Operator Variation Response Number	
Relevant Operator Variation Notice Number(s) (if applicable)	
Relevant Authority Variation Notice Number(s) (if applicable)	
Impact of the proposed Variation on the provision of the Services including any impacts on passenger numbers	
Impact of the proposed Variation on the Network Assets	
Is relief from compliance with any Operator obligations under this Agreement requested during the implementation of the proposed Variation? (if yes, provide details)	
Specify any additional Variations required to implement the proposed Variation specified in the Authority Variation Notice	
The Variation Price, with supporting calculations in accordance with methodology set out in paragraph 23.4.2 of Schedule 23:Variations	
Anticipated change in revenues due to Variation, with supporting calculations	
Estimated change to Annual Services Charge, with supporting calculations	
Capital Expenditure required, or no longer required, as a result of the proposed Variation , with supporting calculations.	
Operator plan to implement Variation	
Regulatory approvals needed	
Proposals for monitoring, reporting and reviewing the impact of the Variation.	
Proposed Variation implementation date	
Proposed Variation end date (if applicable)	
Response issue date	

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

Annex B: - Route Pricing and Resourcing Form

As per templates below

Price Proposal – Annual Price

	Route		€ pa
1	Materials		
	a) Fuel		
	b) Tyres		
	Sub-total		
2	Labour		
	a) Drivers wages including PRSI and Pensions		
	b) Supervision / Control		
	c) Recruitment and training		
	Sub-total		
3	Vehicles		
	a) Insurance/Claims		
	b) Maintenance including labour		
	c) Cleaning including labour		
	Sub-total		
	TOTAL PRICE		

Costs above to exclude Overheads and Profit which will be dealt with separately.

Driver Resource and Schedule Proposals

Route

DAY	PVR				DAYS / NIGHTS PER ANNUM	SCHEDULED KILOMETERS			
	AM	MIDDAY	PM	EVENING		PER DAY		PER ANNUM	
						LIVE	DEAD	LIVE	DEAD
Monday - Friday					252				
Saturday					52				
Sunday and Public Holidays					60				
TOTAL					364				
NIGHT									
Sunday - Thursday					260				
Friday					52				
Saturday					52				
TOTAL					364				
TOTAL DAY & NIGHT									
GRAND TOTAL									

Driver Resource Proposals	Duties		Total Driver Hours
	DAY	NIGHT	
Monday - Friday			
Saturday			
Sunday			
Duties per week			
Rota Lines			
Spare / Holiday Cover			

Vehicle and Garage Proposals

Route

PVR =	Spare =		Total =		
Quantity	Year of Manufacture	Engine Euro Rating	Maximum Capacity	Dual or Single Door	

Proposed garage	
Details of any changeover points used and the method used to reach the relevant point	

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

24.1 Implementation of various Agreement aspects

- 24.1.1 This schedule lays out the dates when certain aspects of the Agreement including specific schedule and contractual obligations will become active and enforceable under the Agreement.
- 24.1.2 All other obligations that from part of the Agreement and the schedules not mentioned in this schedule will be implemented from the Commencement date of the Agreement.
- 24.1.3 In certain circumstances an interim obligation will be detailed and enforceable under the contract from the Commencement date up to the implementation date of the specific requirement.
- 24.1.4 Where implementation dates are dependent on Authority funding through the Variation process and the Authority is not in a position to fund the Variation, the implementation dates below may be amended by the Authority.

24.2 Implementation dates

- 24.2.1 Implementation dates for certain aspects of the Agreement are set out below.

Contract clause	Section	Implementation date
9 (Operation and Maintenance of Network Assets)	9.4 Operating Plan submission	60 Business Days after Commencement Date

Schedule	Section	Implementation date	
2	Service Specification	2.4 Timetable – GDA Routes: 65, 101, 103, 105, 107, 108, 109, 111, 115, 132, 133, 134, 135, 187103X, 105X, 109A, 109B, 109X, 110A, 110B, 110C, 111A, 111X, 115C, 133X, NX	Week 7 2020
		2.4 Timetable – Cork Routes: 201, 202, 203, 205, 206, 207, 208 209, 213, 214, 215, 216, 219, 220 221, 223, 226, 233, 235, 236, 237, 239, 240, 241, 243, 245, 248 252, 257, 258, 259, 260, 261, 207A, 209A, 215A, 220X, 223X, 226A	Week 19 2020
		2.4 Timetable – Limerick Routes: 301, 302, 303, 304, 305, 306, 313, 314, 320, 321, 322, 323, 324, 328, 329, 332, 333, 334, 336 341, 343, 345, 346, 347, 304A, 304X, 343X	Week 27 2020

Schedule		Section	Implementation date
		2.4 Timetable – Galway Routes: 70, 72, 73, 350, 401, 402, 404, 405, 407, 409, 417, 419, 420, 421, 422, 424, 425, 429, 434, 425A, A1, A2	Week 36 2020
		2.4 Timetable – Dundalk Routes: 100, 160, 161, 162, 166, 167, 168, 174, 175, 182, 174A, 174B, 175A	Week 41 2020
		2.4 Timetable – Drogheda Routes: 163, 173, 189, 190, 182A, B1, D1, D2, 11, D3, D4	Week 45 2020
		2.4 Timetable – Tralee Routes: 270, 271, 272, 273, 274, 275, 276, 278, 279, 280, 282, 284, 275A, 279A	Week 48 2020
		2.4 Timetable – South East Routes: 355, 360, 362, 365, 366, 370, 371, 372, 373, 374, 375, 377, 378, 379, 380, 381, 382, 383, 385, 360A	Week 03 2021
		2.4 Timetable – North West Routes: 440, 442, 443, 444, 445, 446, 447, 450, 451, 454, 455, 456, 457, 458, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 474, 475, 476, 479, 480, 483, 487, 489, 490, 491, 492, 494, 495, S1, S2	Week 11 2021
		Annex 2A1 – Journey Pattern Summary (stop specific timetables) Annex 2A2 Departure Times for each trip under each stop pattern Annex 2A3 – Inter-stop distances Annex 2A4 – Driver Resource and Schedule GDA Routes - 65, 101, 103, 105, 107, 108, 109, 111, 115, 132, 133, 134, 135, 187 103X, 105X, 109A, 109B, 109X,	GDA Routes - Week 7 2020 Cork Routes - Week 19 2020 Limerick Routes - Week 27 2020 Galway Routes - Week 36 2020 Dundalk Routes - Week 41 2020 Drogheda Routes - Week 45 2020 Tralee Routes - Week 48 2020

Schedule	Section	Implementation date
	<p>110A, 110B, 110C, 111A, 111X, 115C, 133X, NX</p> <p>Cork Routes - 201, 202, 203, 205, 206, 207, 208, 209, 213, 214, 215, 216, 219, 220, 221, 223, 226, 233, 235, 236, 237, 239, 240, 241, 243, 245, 248, 252, 257, 258, 259, 260, 261, 207A, 209A, 215A, 220X, 223X, 226A</p> <p>Limerick Routes - 301, 302, 303, 304, 305, 306, 313, 314, 320, 321, 322, 323, 324, 328, 329, 332, 333, 334, 336, 341, 343, 345, 346, 347, 304A, 304X, 343X</p> <p>Galway Routes - 70, 72, 73, 350, 401, 402, 404, 405, 407, 409, 417, 419, 420, 421, 422, 424, 425, 429, 434, 425A, A1, A2</p> <p>Dundalk Routes - 100, 160, 161, 162, 166, 167, 168, 174, 175, 182, 174A, 174B, 175A</p> <p>Drogheda Routes - 163, 173, 189, 190, 182A, B1, D1, D2, 11, D3, D4</p> <p>Tralee Routes - 270, 271, 272, 273, 274, 275, 276, 278, 279, 280, 282, 284, 275A, 279A</p> <p>South East Routes - 355, 360, 362, 365, 366, 370, 371, 372, 373, 374, 375, 377, 378, 379, 380, 381, 382, 383, 385, 360A</p> <p>North West Routes - 440, 442, 443, 444, 445, 446, 447, 450, 451, 454, 455, 456, 457, 458, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 474, 475, 476, 479, 480, 483, 487, 489, 490, 491, 492, 494, 495, S1, S2</p>	<p>South East Routes - Week 03 2021</p> <p>North West Routes - Week 11 2021</p>
	<p>Annex B – Timetables</p> <p>GDA Routes - 65, 101, 103, 105, 107, 108, 109, 111, 115, 132, 133, 134, 135, 187, 103X, 105X, 109A, 109B, 109X,</p>	<p>Bus Éireann website as of 01/01/2020 in advance of stop specific timetable provision</p> <p>GDA Routes - Week 7 2020</p>

Schedule		Section	Implementation date
		110A, 110B, 110C, 111A, 111X, 115C, 133X, NX Cork Routes - 201, 202, 203, 205, 206, 207, 208, 209, 213, 214, 215, 216, 219, 220 221, 223, 226, 233, 235, 236, 237, 239, 240, 241, 243, 245, 248 252, 257, 258, 259, 260, 261, 207A, 209A, 215A, 220X, 223X, 226A Limerick Routes - 301, 302, 303, 304, 305, 306, 313, 314, 320, 321, 322, 323, 324, 328, 329, 332, 333, 334, 336 341, 343, 345, 346, 347, 304A, 304X, 343X Galway Routes - 70, 72, 73, 350, 401, 402, 404, 405, 407, 409, 417, 419, 420, 421, 422, 424, 425, 429, 434, 425A, A1, A2 Dundalk Routes - 100, 160, 161, 162, 166, 167, 168, 174, 175, 182, 174A, 174B, 175A Drogheda Routes - 163, 173, 189, 190, 182A, B1, D1, D2, 11, D3, D4 Tralee Routes - 270, 271, 272, 273, 274, 275, 276, 278, 279, 280, 282, 284, 275A, 279A South East Routes - 355, 360, 362, 365, 366, 370, 371, 372, 373, 374, 375, 377, 378, 379, 380, 381, 382, 383, 385, 360A North West Routes - 440, 442, 443, 444, 445, 446, 447, 450, 451, 454, 455, 456, 457, 458, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 474, 475, 476, 479, 480, 483, 487, 489, 490, 491, 492, 494, 495, S1, S2	Cork Routes - Week 19 2020 Limerick Routes - Week 27 2020 Galway Routes - Week 36 2020 Dundalk Routes - Week 41 2020 Drogheda Routes - Week 45 2020 Tralee Routes - Week 48 2020 South East Routes - Week 03 2021 North West Routes - Week 11 2021
		Annex C – Route specific layover locations	From 15 th January 2020
3	Network Bus	Annex A: Route specific Network Bus requirements	From 1 st January 2020
4	Operating Plan	4.1 Operating Plan submission	60 Business Days after Commencement Date

Schedule		Section	Implementation date
		4.2 Organisational Plan	60 Business Days after Commencement Date
		4.3 Operating Supervision and Control Plan submission	40 Business Days after Commencement Date
		4.4 Customer Service Policy submission	30 Business Days after Commencement Date
		4.5 Maintenance Strategy Plan	60 Business Days after Commencement Date
		4.6 Revenue Protection Plan	40 Business Days after Commencement Date and updated at least annually to accompany the Annual Contract Review thereafter
		4.7 Environmental Management Plan	30 Business Days after Commencement Date
		4.8 Severe Weather Management Plan submission	40 Business Days after Commencement Date
		4.9 Security Management Plan	40 Business Days after Commencement Date
		4.10 Quality Management Plan submission	30 Business Days after Commencement Date
		4.11 Emergency Management Plan submission	30 Business Days after Commencement Date
		4.12 Cost Efficiency Plan submission	20 Business Days after Commencement Date
		4.13 Training Plan submission	40 Business Days after Commencement Date
8	Ticketing and Fares Collection	8.15.3 Ticket transaction data	From the agreed date in the project plan as outlined in Paragraph 25.3.1 of Schedule 25
		8.15.5 Ticket transaction reports	From the agreed date in the project plan as outlined in Paragraph 25.3.1 of Schedule 25
		8.16.1 Handling of discrepancies	From the Gross Cost Date
		8.18.7 Lodgement of Fares Revenue	From the Gross Cost Date
		8.19 Calculation of Fares Revenue to be Handed Over to the Authority	From the Gross Cost Date
		8.20 Adjustments for Ticket Annulments	From the Gross Cost Date
9	Integrated Ticketing Requirements	9.3.1 Recording of instances where Card Accepting Device has not successfully implemented the Actionlist and Hotlist	Temporary manual reporting measures to be agreed with the Authority and implemented within 40 Business Days of the Commencement Date. Comprehensive process to be implemented by Gross Cost Date
		9.4.1 Recording of instances where card accepting device was not using the latest version of ITS configuration data	Temporary manual reporting measures to be agreed with the Authority and implemented within 40 Business Days of the Commencement Date. Comprehensive process to be implemented by Gross Cost

Schedule		Section	Implementation date
			Date
		9.5.1 Record of TGX device failures occurring in service	Temporary manual reporting measures to be agreed with the Authority and implemented within 40 Business Days of the Commencement Date. Comprehensive process to be implemented by Gross Cost Date
10	Revenue Protection	10.3 Standard Fare Commission	From Gross Cost Date
11	Operation and Maintenance of Network Assets	11.16 Annual Maintenance Plan submission	60 Business Days after Commencement Date and to accompany the Annual Business Plan thereafter.
		11.33.1 Accessibility Requirements – Wheelchair Ramp	From beginning Q2 2020
12	Management of Security	12.1 Security Management Plan submission	To be included in the Operating Plan, and reviewed at least annually to accompany the Annual Business Plan thereafter
13	Customer Care	13.1 Customer Charter submission	To be included with the Operating Plan
		13.2 Customer Service Policy submission	To be included with the Operating Plan
		13.3.4 Annual Accessibility Report	First Annual Accessibility Report to be provided in March 2021 and no later than each March thereafter
		13.3.5 Quarterly Accessibility Report	From Q2 2020 and each reporting Quarter thereafter
		13.4.1 Operator Customer Contact Centre Opening Hours	To be implemented 1 January 2020
		13.9 Social Media Policy submission	To be included in Customer Service Policy
14	Customer Information	Annex A Customer Information & Annex B Stop Infrastructure Service Level Agreements	Current information and stop infrastructure arrangements to apply from 1 st December 2019 to 29 th February 2020. SLA costs and resources to be provided by 31 st December 2019. 2020 Customer Information SLA Programme to commence 1 st March 2020. 2020 Stop Infrastructure SLA programme to commence 1 st April 2020.
15	Communications and Public Relations	15.1 Annual Communications and Public Relations Plan submission	To be included with the Operating Plan and to accompany the Annual Business Plan thereafter
		15.2 Regular Update and Review of Annual Communications and Public Relations Plan	Structured Presentation to be provided every 6 weeks during the Contract Year
		Annex A – Marketing Service Level Agreement	Costs to be provided by 31 st December 2019. 2020 Programme to commence

Schedule		Section	Implementation date
			1 st January 2020.
16	Quality Management	16.1 Quality Management Plan	To be addressed in the Operating Plan
17	Annual Business Plan	17.3 Annual Business Plan submission	To be included with the Operating Plan for the first Contract Year. Draft to be submitted 31 st July of each year. Final Annual Business Plan to be approved by December prior to the Contract Year in question.
18	Records and Reporting Requirements	18.2 Period Operations Report submission	15 Business Days after the first Reporting Period in 2020 and each Reporting Period thereafter
		18.3 Period Customer Services Report submission	15 Business Days after the first Reporting Period in 2020 and each Reporting Period thereafter
		18.4 Passenger, Revenue and Ticketing Report submission	15 Business Days after the first Reporting Period in 2020 and each Reporting Period thereafter
		18.5 Period Cost Report	15 Business Days after the first Reporting Period in 2020 and each Reporting Period thereafter
		18.5.2 Cost categorisation	Categorisation of costs between Direct Route Costs and Overheads to be implemented by end P2 2020
		18.6 Quarterly Operations Report submission	30 Business Days after the first Quarter and each Quarter thereafter
		18.7 Quarterly Customer Service Performance Report submission	30 Business Days after the first Quarter and each Quarter thereafter
		18.8 Issuance of Period Performance Report by Authority	After the first Reporting Period in 2020 and each Reporting Period thereafter
		18.9 Issuance of Quarterly Service Quality Performance Report by the Authority	Following receipt of all necessary information following the end of the first Quarter, and each Quarter thereafter.
		18.10 Issuance of Quarterly Punctuality and Regularity and Lost Kilometre Performance Reports by the Authority	Within 10 Business Days of the issuance of the first Quarterly Service Quality Survey Report by the Authority, and each Quarter thereafter.
		18.11 Quarterly Fare Evasion Survey Reports by the Authority	Survey reports to be provided from Quarter 2 2020 and each Quarter thereafter
		Annex A – Period Operations and Customer Services Report	From P1 2020
		Annex C – Quarterly Operations Report	From Q1 2020
		Annex D – Period Cost Report	From P1 2020
		Annex G – Quarterly Customer	From Q1 2020

Schedule		Section	Implementation date
		Service Performance Report	
19	Performance Payments and Deductions	19.2 The Lost Kilometres Deduction	From the first Reporting Period in 2020 and each Reporting Period thereafter
		19.4 Punctuality Payment Deductions	From the first Reporting Period in 2020 and each Reporting Period thereafter.
		19.4.2 Punctuality Incentive Payments	From the end of the Effective Dates set out in Table 24-1 of Schedule 24.
		19.5.2 EWT Deduction	From the first Reporting Period in 2020 and each Reporting Period thereafter.
		19.5.3 EWT Incentive Payment	From the end of the Effective Dates set out in Table 24-1 of Schedule 24.
		19.7 Guaranteed Connections	Following revision to Annex A of Schedule 2 by means of a Variation
		Table 19-1 Key Performance Indicators	From the implementation dates set out in Section 24.2.2 and Table 24-1
		19.11 AVL-RTPI Performance	From the first Quarter in 2020 and each Quarter thereafter
		19.12 Planned Schedule Data Performance	From the first Quarter in 2020 and each Quarter thereafter
		19.13 Ticketing System Performance	From the first Quarter in 2020 and each Quarter thereafter
		19.13 TKT-3 % of ticketing data not provided to the Authority within 1 Operational Day	From the Gross Cost Date
		19.14 Bus Vehicle Performance	From the first Quarter in 2020 and each Quarter thereafter
		19.15 Bus Equipment Performance	From the first Quarter in 2020 and each Quarter thereafter
		19.16 Bus Driver Performance	From the first Quarter in 2020 and each Quarter thereafter
		19.17 Cleanliness Performance	From the first Quarter in 2020 and each Quarter thereafter
		19.18 Customer Services Performance	From the first Quarter in 2020 and each Quarter thereafter
		19.19 Customer Information Performance	From the first Quarter in 2020 and each Quarter thereafter
		19.20 Reporting Performance	From the first Quarter in 2020 and each Quarter thereafter
		19.21 Cyber Security Performance	From the Quarter within which the effective date of each element (as outlined in the agreed mobilisation plan as per paragraph 32.8 of Schedule 32) falls and each Quarter thereafter
		19.21 SC.1 Full Service Report	Partial Service Report to be provided from Q2 2020 until full implementation of mobilisation as per paragraph 32.8 of Schedule 32. Full Service Report to be provided for each

Schedule		Section	Implementation date
			Quarter thereafter.
		19.22 Fare Evasion Deduction and Incentives	From the Gross Cost Date
20	Contract Prices and Indexation	20.2 Services Charge applies	From 1 st January 2020
		20.3 Annual Operating Charge	From 1 st January 2020
		Tables 1a and 1b – Hourly Rates for Service Variations – Bus Drivers and other Staff	Detail to be provided by Operator for each Staff type by 31 st December 2019
		Tables 2a and 2b – Annual Maintenance charge by Network Bus type	Detail to be provided by Operator for each vehicle type and age by 31 st December 2019
		Table 3 – Annual Fuel charge by Network Bus type	Detail to be provided by Operator for each vehicle type and age by 31 st December 2019
		Schedule 20 Annex A2– Annual Service Charge by Route	From 1 st January 2020
		Schedule 20 Annex B – Direct Kilometre Charge per Route	From P3 2020. Direct Kilometre Charge of € , indexed, from 2014 to 2020. To be utilised prior to P3 2020.
21	Payment Mechanism	21.7 Implementation of Base Period Payments	From 1 st January 2020
		21.8 Implementation of Punctuality and EWT Payment Deductions	From 1 st January 2020
		21.9 and 29.10 Implementation of Punctuality and EWT Incentive Payments	From the relevant implementation dates in Table 19-2
		21.12 Implementation of Lost Kilometre Deductions	From 1 st January 2020
		21.13 Implementation of Fare Evasion Deductions	From the Gross Cost Date
		21.14 Implementation of Service Quality Performance Payment	From the commencement of the first Quarter in 2020
		21.15 Implementation of Fare Evasion Incentive Payment	From the Gross Cost Date
		21.16 Ancillary Services Payment	Following approval of the relevant Service Level Agreement
		21.17 Capital Expenditure Payment	From 1 st January 2020
25	Data Acquisition	25.3.1 Ticketing Data	From the agreed date in the project plan as outlined in Paragraph 25.3.1 of Schedule 25
26	Transition Management	26.4 Exit Management Plan submission	6 months after notification of the intention to Competitively Tender a Route.

24.2.2 Implementation of Schedule 19 Table 19-1

a) 1st of December – 31st of December 2019

Performance measures (Punctuality & EWT) and associated deductions to remain as per quarter 4 2019 targets as laid out in the 2014 – 2019 Direct Award Contract between the National Transport Authority and Bus Éireann.

b) 1st of January 2020 – 6th September 2020 (end of Period 9)

Table 24-1 details the interim Key Performance Indicators for Excess Waiting Time, Punctuality to be met by each route and the dates during which these interim KPIs apply “Effective Dates”. Deductions to apply as per the Agreement during this time period. No Incentive Payments to apply during this time period.

c) At the end of the Effective Date for a route the final standards detailed in Table 19-1 of Schedule 19 take effect.

Ref .	Indicator	Performance Standard	Performance Measurement Methodology	Proposed Deduction (only) Mechanism for failure to meet Target	Effective Dates
P-1	Punctuality (defined Low Frequency Routes)	Punctuality Standard: Dublin Commuter 52%.	Percentage of Stops for Services on Low Frequency Routes as defined in this table, below Punctuality Standard, where service departs On-Time, i.e. no later than 1 minute before or 5.59 mins after scheduled time at specified Timing Point(s), except if a Timing Point is a Terminating Stop, in which case, the Punctuality Standard shall be that the service arrives no later than 5.59 minutes after the scheduled arrival time at the Terminating Stop. The relevant Punctuality Standard for each Route Category applies to the following Low Frequency Routes: Routes: 101, 101x, 103, 103x, 105, 105x, 107, 108, 109, 109a, 109b, 109x, 111, 111a, 111x, 115, 115c, 132, 133, 133x, NX	See Schedule 19.6	1 st Jan 2020 – 19 th of April 2020 (End of Period 4 2020)
		Punctuality Standard:	Percentage of Stops for Services on Low Frequency Routes as defined in this table,		

	<p>Cork Urban</p> <p><u>60%:</u></p>	<p>below Punctuality Standard, where service departs On-Time, i.e. no later than 1 minute before or 5.59 mins after scheduled time at specified Timing Point(s), except if a Timing Point is a Terminating Stop, in which case, the Punctuality Standard shall be that the service arrives no later than 5.59 minutes after the scheduled arrival time at the Terminating Stop.</p> <p>The relevant Punctuality Standard for each Route Category applies to the following Low Frequency Routes:</p> <p><u>Routes:</u></p> <p>201, 203, 207, 207a, 209, 209a, 213, 214, 215, 215a, 216, 219, 220, 220x, 221, 223, 223x, 226a, 225</p>		<p>June 2020 (End of Period 6 2020)</p>
	<p>Punctuality Standard:</p> <p>Limerick Urban</p> <p><u>65%:</u></p>	<p>Percentage of Stops for Services on Low Frequency Routes as defined in this table, below Punctuality Standard, where service departs On-Time, i.e. no later than 1 minute before or 5.59 mins after scheduled time at specified Timing Point(s), except if a Timing Point is a Terminating Stop, in which case, the Punctuality Standard shall be that the service arrives no later than 5.59 minutes after the scheduled arrival time at the Terminating Stop.</p> <p>The relevant Punctuality Standard for each Route Category applies to the following Low Frequency Routes:</p> <p><u>Routes:</u></p> <p>301, 302, 303, 304a, 304x, 305, 306 313</p>	<p>See Schedule 19.86</p>	<p>1st Jan 2020 – 9th of August 2020 (End of Period 8 2020)</p>

	<p>Punctuality Standard:</p> <p>Galway Urban</p> <p><u>75%:</u></p>	<p>Percentage of Stops for Services on Low Frequency Routes as defined in this table, below Punctuality Standard, where service departs On-Time, i.e. no later than 1 minute before or 5.59 mins after scheduled time at specified Timing Point(s), except if a Timing Point is a Terminating Stop, in which case, the Punctuality Standard shall be that the service arrives no later than 5.59 minutes after the scheduled arrival time at the Terminating Stop.</p> <p>The relevant Punctuality Standard for each Route Category applies to the following Low Frequency Routes:</p> <p><u>Routes:</u></p> <p>401, 402, 404, 405, 407</p>	See Schedule 19.6	1 st Jan 2020 – 6 th of September 2020 (End of Period 9 2020)
	<p>Punctuality Standard:</p> <p>Town Services</p> <p><u>66%:</u></p>	<p>Percentage of Stops for Services on Low Frequency Routes as defined in this table, below Punctuality Standard, where service departs On-Time, i.e. no later than 1 minute before or 5.59 mins after scheduled time at specified Timing Point(s), except if a Timing Point is a Terminating Stop, in which case, the Punctuality Standard shall be that the service arrives no later than 5.59 minutes after the scheduled arrival time at the Terminating Stop.</p> <p>The relevant Punctuality Standard for each Route Category applies to the following Low Frequency Routes:</p> <p><u>Routes:</u></p> <p>A1, A2, D1, D2, D3, S1, S2, 174, 174a, 174b, B1, 110A, 110B, 110C, 360, 360a</p>	See Schedule 19.6	1 st Jan 2020 – 6 th of September 2020 (End of Period 9 2020)

		Punctuality Standard: Stage Carriage <u>54%:</u>	<p>Percentage of Stops for Services on Low Frequency Routes as defined in this table, below Punctuality Standard, where service departs On-Time, i.e. no later than 1 minute before or 5.59 mins after scheduled time at specified Timing Point(s), except if a Timing Point is a Terminating Stop, in which case, the Punctuality Standard shall be that the service arrives no later than 5.59 minutes after the scheduled arrival time at the Terminating Stop.</p> <p>The relevant Punctuality Standard for each Route Category applies to the following Low Frequency Routes:</p> <p><u>Routes:</u></p> <p>65, 70, 72, 73, 100, 134, 135, 136, 160 161, 162, 163, 168, 166, 167, 175, 175a, 182, 182a, 187, 189, 190, 226, 233, 235, 236, 237, 239, 240, 241, 243, 245, 248, 252, 257, 258, 259, 260, 261, 270, 271, 272, 273, 274, 275 275a, 278, 279, 279a, 280, 282, 284, 314, 320, 321, 322, 323, 323x, 324, 328, 329, 332, 333, 334, 336, 341, 343, 343x, 345, 346, 347, 348, 349, 350, 355, 362, 365, 366, 370, 371, 372, 373, 374, 375, 377, 378, 379, 380, 381, 382, 383, 385, 417, 419, 420, 421, 422, 424, 425, 429, 434, 440, 442, 443, 444, 445, 446, 447, 448, 450, 451, 454, 455, 456, 457, 458, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 474, 475, 476, 479, 480, 483, 486, 487, 489, 490, 491, 492, 494, 495</p>	See Schedule 19.6	1 st Jan 2020 – 6 th of September 2020 (End of Period 9 2020)
P-2	Excess Waiting Time (defined High Frequency Routes)	EWT Standard: <u>Category A</u> <u>Routes:</u> Excess Waiting Time no greater	<p>See text in Section 19.5 above.</p> <p>The relevant Excess Waiting Time Standard for each Route Category applies to the following High Frequency Routes:</p>	See Schedule 19.5	1 st Jan 2020 – 6 th of September 2020 (End of Period 9 2020)

	<p>than 2.3minutes.</p> <p><u>Category B</u> <u>Routes:</u> Excess Waiting Time no greater than 2.0minutes.</p> <p><u>Category C</u> <u>Routes:</u> Excess Waiting Time no greater than 1.7 minutes.</p> <p><u>Category D</u> <u>Routes:</u> Excess Waiting Time no greater than 1.4 minutes.</p>	<p><u>Category A:</u></p> <p>304</p> <p><u>Category B:</u></p> <p>208</p> <p><u>Category C:</u></p> <p>409, 202, 205</p> <p><u>Category D:</u></p> <p>206</p> <p>If during the Contract Period, the service frequency on any Route increases to meet or exceed 5 buses per hour per direction in Monday to Friday period 09:30-16:30, then the EWT Standard will apply to the Route in question.</p>	2020)
--	---	--	-------

Table 24-1: Interim Key Performance Indicators – Punctuality & EWT

Schedule 25: Data Acquisition

25.1 General

25.1.1 Intention

- It is the intention of this schedule to enable the acquisition of data related to this Agreement from the Operator using an agreed protocol for management, reporting and analysis purposes.
- The specific mechanisms for extracting and transmitting data shall be agreed at the time of development and are not contained within this schedule.
- The data acquired by the Authority may be integrated with other data sets, and this integrated data shall be used to meet the Authority's Statement of Strategy (as amended), and for the benefit of the Operator where possible.

25.2 Data Availability

25.2.1 Data Analysis

- The Operator shall make available data sets that the Authority deem appropriate from time to time for the purposes of data analysis.
- The Operator shall be obliged to make available data that relates to operations related to this Agreement.
- The Operator and the Authority shall reach agreement over how to provide access to the data at the time of the request.
- Following agreement regarding the scope of the request, the Operator shall develop a project plan, outlining the anticipated programme for delivery and any additional cost implications associated with providing access to data sets, within 10 Business Days of the Authority's request, unless otherwise agreed with the Authority.

25.2.2 Test Data Sets

- The Operator shall make available data sets that the Authority deem appropriate from time to time for the purposes of testing.
- These data sets shall be provided in the Operator's test environment, and shall be of sufficient quality to meet the testing requirements required by the Authority.
- The Operator and the Authority shall reach agreement over how to provide access to the data at the time of the request.
- Following agreement regarding the scope of the request, the Operator shall develop a project plan, outlining the anticipated programme for delivery and any additional cost implications associated with providing access to data sets, within 10 business days of the Authority's request, unless otherwise agreed with the Authority.

25.3 Scheduled Data Availability

25.3.1 Ticketing Data

- The Operator shall provide ticketing data from its ticketing systems on a daily basis, or at an alternative frequency that the Authority deem appropriate.

- The data queries, data tables, data views, data cubes and any other data sources for ticketing data shall be agreed between the Operator and the Authority at the time of request.
- Following agreement regarding the scope of the request, the Operator shall develop a project plan to make the ticketing data available, within 20 Business Days after the request from the Authority. In developing the project plan the Operator shall use all reasonable endeavours to ensure that access to the ticketing data is made available in a timely manner.

25.3.2 Automatic Vehicle Location (AVL) Data

- The Operator shall provide historical AVL data from its AVL systems on a daily basis for inclusion on the DMS and other Authority systems, or at an alternative frequency that the Authority deem appropriate.
- At the request of the Authority the Operator shall provide additional AVL data over and above the data set supplied for DMS purposes.
- The data queries, data tables, data views, data cubes and any other data sources for AVL data shall be agreed between the Operator and the Authority at the time of request.
- In relation to additional AVL data requests outside the scope already contemplated by Schedules 18 and 31, following agreement regarding the scope of the request, the Operator shall develop a project plan to make AVL data available, where appropriate, within a reasonable time after the request from the Authority, and not more than 20 Business Days after the request unless otherwise agreed with the Authority. In developing the project plan the Operator shall use all reasonable endeavours to ensure that access to the AVL data is made available in a timely manner.
- This obligation is in addition to any other requirement within this Agreement.
- The Operator shall also provide AVL data in the form of SIRI feeds, for example, SM/SX/ET/PT/VM/GM/CT/CM in the case where the Operator uses an internal RTPI solution. In the case where an Operator does not use an internal RTPI solution, they shall provide a live connection to provide data from the fleet to the Authority's RTPI and TIS systems.

25.3.3 Scheduling Data

- The Operator shall provide scheduling data in a format, frequency and lead times to be agreed between the Operator and the Authority, and shall be subject to the Data Transmission clause in this Schedule 25
- The Operator shall implement a QA/data release process as agreed between the Authority and the Operator.
- This obligation is in addition to any other requirement within this Agreement.

25.3.4 Other Data Sets as Required

- Following agreement regarding the scope of the data set requirement, the Operator shall make available other data sets as required by the Authority including but not limited to those contemplated under Schedules 11, 13, 16, 18, 30, 31 and 32 of this Agreement.

25.3.5 Data Schemas

- The Authority shall document the schemas required for all data provided as part of this Schedule 25. The Operator shall provide data in line with these schemas, and where this is not possible, reach an agreement with the Authority on the data to be provided.

25.3.6 Data Transmission

- The Operator and the Authority shall agree specific mechanisms for accessing the requested data at the time of each request.
- The Operator shall automate all data transmission between itself and the Authority where possible. Where this is not possible, and in agreement with the Authority, the Operator may make data available via a manual process.
- All transmission protocols must be agreed between the Operator and the Authority and must be documented by the Operator where the Operator is responsible for implementing the transmission method.
- The Operator shall provide data in a machine readable format and in an internationally recognised format that complies with the most relevant standards. The format used shall be agreed between the Operator and the Authority in advance.

25.3.7 Reporting on Data Availability

- The Operator shall report any errors in the production, extraction, transmission and any other aspect that prevents the Authority from acquiring the agreed data sets in its entirety or on schedule.

25.4 Responsibilities

25.4.1 Connectivity

- The Operator shall be jointly responsible with the Authority for maintaining connectivity between its domain and the Authority's domain, including the maintenance of the necessary credentials to access the domains as necessary.
- Neither party shall make any changes affecting connectivity between the parties without prior consultation in line with the Change Management clause contained within this Schedule 25.
- The Operator shall cooperate with the Authority to resolve any connectivity and / or access issues that may occur between the Operator's domain and the Authority's domain.

25.4.2 Change Management

- Each party shall only make changes to its own production environment that may have an impact on data acquisition after assessing both risk and impact and obtaining agreement from the other party in advance of the change in line with the change acceptance process. This process to be agreed between the Operator and the Authority.
- Each party shall work with the other party to test proposed changes to the production environment using testing tools, methodologies, data sets and any other testing component as agreed with the Authority.
- The Operator shall implement any changes to the data acquisition environment in accordance with best practices and with agreement of the Authority.

- Changes to data acquisition processes shall be managed in accordance with an agreed methodology such as ITIL. The selected methodology may be varied to meet the specific requirements of this schedule. All agreed change management processes shall be documented jointly by the Operator and the Authority.

25.4.3 Support & Maintenance

- The Operator shall support and maintain all data acquisition processes that are on the Operator's domain unless otherwise agreed with the Authority.
- The Authority shall support and maintain all data acquisition processes that are on the Authority's domain unless otherwise agreed with the Operator.
- The Operator and the Authority shall provide support to each other as requested when investigating and resolving issues.
- The Operator and the Authority may use different tracking systems to manage support and maintenance, but both the Operator and Authority shall provide reports on support and maintenance status as requested.

25.5 Service Level Agreements

- The Operator and the Authority shall enter into a Service Level Agreement that shall govern the provision of the agreed data sets.
- The Service Level Agreement shall be agreed within one month of the date of this agreement and will cover the acquisition all data sets contemplated in this schedule, unless otherwise agreed between parties.
- Any variances from the above Service Level Agreement that are specific to any data set shall be agreed at the time of development of the associated project plan.

25.6 Funding of Data Acquisition Projects

- The Operator shall include all anticipated and relevant data acquisition projects as part of the Annual Business Plan to be submitted to the Authority in accordance with Schedule 17.
- The mechanism for providing any necessary funding for additional data acquisition projects shall be by means of a Variation as outlined in Schedule 23.

25.7 Compliance with GDPR

- The Operator shall provide data in line with Schedule 30 and all other GDPR provisions made within this agreement.
- The Authority shall not oblige the operator to breach the GDPR provisions made within this agreement when acquiring data from the Operator.

Schedule 26: Transition Management

26.1 Overview

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

- (a) termination or expiry of this Agreement; or
- (b) the Authority exercising its rights under Clause 43 (Competitive Tendering) in relation to the tendering of any Services.

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

26.2 Contract Life Obligations

26.2.1 During the Contract Period the Operator shall:

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

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

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

26.2.4 The Operator shall (unless otherwise agreed by the Authority in writing) procure that all agreements with Sub-Contractors and other agreements with third parties, which are necessary to enable the Authority and/or any Successor Operator to perform such services as may be specified by the Authority following the termination or expiry of this Agreement or the exercise by the Authority of its rights under Clause 38 43 (Competitive Tendering), shall be assignable and/or capable of novation at the request of the Authority to the Authority (and/or its nominee) and/or any Successor Operator upon the Operator ceasing to provide the

Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Authority.

26.2.5 Where the Operator is unable to procure that any agreement with a Sub-Contractor or other agreement referred to in paragraph 26.2.4 above which the Operator proposes to enter into after the Commencement Date is assignable and/or capable of novation to the Authority (and/or its nominee) and/or any Successor Operator without restriction or payment, the Operator shall promptly notify the Authority of this and the parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Authority so directs, may include the Operator seeking an alternative Sub-Contractor, to be agreed with the Authority.

26.2.6 The Operator shall appoint an Exit Manager and provide written notification of such appointment to the Authority within three (3) months of the Commencement Date. The Operator's Exit Manager shall be responsible for ensuring that the Operator and its employees, agents and Sub-Contractors comply with this Schedule 26. The Operator will ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Operator as are reasonably necessary to enable the Operator to comply with the requirements set out in this Schedule 26.

26.3 Obligations to Assist on Re-Tendering of Services

26.3.1 Subject to paragraph 26.3.2 of this Schedule 26, on reasonable notice the Operator shall provide to the Authority for disclosure to a Successor Operator or potential tenderers (subject to the Successor Operator or potential tenderers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Successor Operator or tenderer undertaking due diligence:

- (a) details of the Service(s), including an information pack listing and describing the Services for use by the Authority in its procurement;
- (b) details of Authority Network Assets (including, where relevant, make, model and asset number) and of the net book value of such Authority Network Assets and details of their condition and physical location;
- (c) details of and information relating to the use of the Authority Network Assets (including technical specifications);
- (d) a copy of the documents referred to in paragraph 26.2.1 of this Schedule 26, updated by the Operator up to the date of delivery of such documents;
- (e) the following information relating to employees:
 - i. the total number of employees employed by the Operator or by any of its contractors and Sub-Contractors (of any tier) whose work (or any part of it) is work undertaken for the purposes of this Agreement;
 - ii. in the case of such part of the Services as may be specified by the Authority, the number of employees employed by the Operator or by any of its contractors and sub-contractors (of any tier) whose work (or any part of it) is work undertaken for the purposes of such part of the Services;

- iii. in relation to each employee who falls within the scope of paragraph 26.3.1(e)(i) and/or paragraph 26.3.1(e)(ii) above:
 - A. the employee's date of birth and gender and the terms of any pension scheme of which the employee is a member (so that appropriate pension entitlements can be calculated and provided for); and
 - B. the employee's remuneration (including salary and all benefits and perquisites), job description, normal working hours, length of service, notice period, any pay settlement covering future dates which has already been agreed by the employee's employer, any gratuitous payment which has been agreed by the employee's employer in connection with the actual or proposed termination or variation of any contract of employment and any redundancy entitlement whether under statute or established by custom and practice;
 - iv. information relating to or connected with the employment of employees falling within the scope of paragraph 26.3.1(e)(i) above, including details of:
 - A. terms and conditions of employment including terms incorporated from any collective agreement or arising out of any custom or practice;
 - B. any outstanding or potential liability for past breaches of such contracts, terms and conditions;
 - C. any employee who is on sick, maternity or other statutory or contractual leave (other than normal holiday leave) whether paid or unpaid;
 - D. any outstanding or potential statutory liability (for example, any Claim for unfair dismissal or discrimination); and
 - E. any other outstanding or potential liability to be met by the Successor Operator if its tender is accepted; and
 - v. such other information as the Authority may reasonably require in relation to the Operator's employees or the employees of its contractors or sub-Operators (of any tier) (other than the name or other details which enable any employee to be identified unless both the employee's employer and the employee have consented in writing to the provision of such details); and
- (f) any other material and information reasonably required by the Authority for the purposes of a tender.
- 26.3.2 The Operator shall, in connection with the provision of the information referred to in paragraph 26.3.1:
- (a) use its best endeavours to clarify any matter upon which clarification is requested by the Authority;
 - (b) use its best endeavours to co-operate with any other reasonable request made by the Authority concerning the information listed; and

- (c) ensure that, prior to the disclosure of the information listed at paragraph 26.3.1(e), it has complied, and has procured compliance by any employees, with the Data Protection Law and any other legislation in force from time to time regarding disclosure of personal information about employees and shall use all reasonable endeavours to obtain such consent from employees to the disclosure as may be required by any Legal Requirement.

26.3.3 The Operator shall not be required to comply with the provisions of paragraph 26.3.1 before the earlier of:

- (a) service of a notice to terminate this Agreement; or
- (b) service of a notice under Clause 43 (Competitive Tendering); or
- (c) the period commencing eighteen (18) months before the Expiry Date.

26.4 Transition Management Plan

26.4.1 The Operator shall, within six (6) months after notification by the Authority of its intention to Competitively Tender a Route, deliver to the Authority a Transition Management Plan which sets out the Operator's proposed methodology for achieving an orderly transition of Services from the Operator to the Authority and/or its Successor Operator on the expiry or termination of this Agreement or the exercise by the Authority of its rights under Clause 43 (Competitive Tendering) and which complies with the requirements set out in paragraphs 26.4.2 and 26.4.3 below. The Authority shall review and comment on the Transition Management Plan and the Operator shall incorporate any requirements of the Authority in the Transition Management Plan and resubmit the Transition Management Plan for Approval by the Authority. The element of the Transition Plan which sets out the Operator's proposed methodology for achieving an orderly transition of Services from the Operator to the Authority and/or its Successor Operator on the exercise by the Authority of its rights under Clause 38 (Competitive Tendering) shall be delivered to the Authority within three (3) months after the Commencement Date.

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

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

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

- (e) specify the scope of any services in connection with the Transition Management Plan ("**Transition Services**") that may be required for the benefit of the Authority and detail how such services would be provided (if required);
- (f) set out procedures to deal with requests made by the Authority and/or a Successor Operator for information relating to any employees, agents, consultants or contractors of the Operator and/or any sub-contractor;
- (g) address each of the issues set out in this Schedule 26 to facilitate the transition of the Services from the Operator to the Successor and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the transition period; and
- (h) provide a timetable and identify critical issues for providing the Transition Services.

26.4.3 The Operator shall review and update the Transition Management Plan in the first month of each Contract Year (commencing on 1 January 2020) to reflect changes in the Services. Following such update the Operator will submit the revised Transition Management Plan to the Authority for Approval. The Authority shall review and comment on the revised Transition Management Plan and the Operator shall incorporate any requirements of the Authority in the revised Transition Management Plan and resubmit the revised Transition Management Plan for Approval by the Authority.

26.5 Transition Assistance Period

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

26.6 Transition Services

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

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

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

26.6.4 The Operator shall use all reasonable endeavours so as to facilitate the transfer of responsibility for the Services (or any part of the Services) to the Authority or a Successor

Operator and the Operator shall take no action at any time during the Contract Period or during the Transition Assistance Period which is calculated or intended to prejudice or frustrate or make more difficult such transfer.

26.7 Transition Assistance Period Obligations

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

26.7.2 At the end of the Transition Assistance Period (or earlier if this does not adversely affect the Operator's performance of the Services including the Transition Services and its compliance with the other provisions of this Schedule 26), the Operator will return to the Authority:

- (a) to the extent applicable, subject to paragraph 26.7.4 of this Schedule 26, all copies of any software licensed to or by the Authority under this Agreement;
- (b) all materials created or used by the Operator under this Agreement, the Intellectual Property Rights in which are owned by or licensed to or by the Authority (and for the avoidance of doubt, other than as permitted by paragraph 26.7.4 of this Schedule 26, the Operator shall not keep any copies of such materials); and
- (c) such Authority Network Assets as may be specified by the Authority.

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

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

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

26.8 Scope of the Transition Services

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

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

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

26.9 Knowledge Transfer

26.9.1 During the Transition Assistance Period, the Operator will:

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

26.9.2 The information which the Operator shall provide to the Authority and/or its Successor pursuant to paragraph 26.9.1 above shall include:

- (a) copies of up-to-date procedures and operations manuals;
- (b) agreements with third party suppliers of goods and services which are to be transferred to the Successor Operator;
- (c) key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Successor Operator pursuant to this Schedule 26;

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

26.10 Transfer of Network Assets

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

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

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

- (a) which Authority Network Assets the Authority requires to be transferred to the Authority and/or its Successor Operator; and
- (b) which agreements with Sub-Contractors and other agreements specified in paragraph 26.2.4 above the Authority require to be assigned or novated to the Authority and/or its Successor Operator (the "Transferring Contracts").

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

26.10.3 Upon request by the Authority, the Operator shall assign to the Authority (and/or its nominated Successor Operator), at no cost to the Authority or its Successor Operator, free from all liens, charges, options, Encumbrances and third party rights, title to and all rights and interests in those Authority Network Assets identified by the Authority under paragraph 26.10.2 above.

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

26.10.5 The Operator shall indemnify the Authority (and/or the Successor, as applicable) against each Loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (and/or Successor Operator) pursuant to paragraph 26.10.4 above in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

26.11 Operator Personnel

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

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

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

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

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

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

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

Schedule 27: Insurances

27.1 Insurance requirements

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

27.1.2 Combined Motor Vehicle/ Third Party Public and Products Liability Insurance

To indemnify the Insured (the Operator) in respect of all sums (including claimant's costs and expenses) as the insured shall become legally liable to pay arising out of:

1. Death, personal injury, or disease or illness suffered by any person
2. Damage to and / or loss of property

Happening during the period of insurance (see 'Period of insurance' below) and arising out of or in connection with the provision of the Services and in connection with the Agreement.

Limit of Indemnity:

€ for third party legal liability for death, injury and damage to property.

Deductibles:

- i) € any one occurrence or series of occurrences arising out of any one road transport event / all other risks but
- ii) € in respect of all occurrences including all costs and expenses incurred in the defence or settlement of any claims in the annual aggregate in respect of road transport events
- iii) Including all costs and expenses incurred in the defence or settlement of any claim.

27.1.3 Property Damage "All Risks" Insurance

Perils insured:

Accidental loss, destruction or damage other than by an excluded cause.

Insured property:

Buildings, contents, Network Buses, road vehicles, stock and all other relevant physical property not otherwise specifically insured.

Sum insured:

At all times an amount not less than the total reinstatement or replacement value of the insured property (see 'Insured property' above) but indemnity value in respect of stock plus provision to include other cover features and extensions, as appropriate.

Loss limit:

€ on any one loss.

Deductibles:

- i) € on each claim reduced to € each claim in respect to leased property.
- ii) € annual aggregate deductible.
- iii) € each claim deductible once the aggregate have been exhausted.

27.1.4 Employers Liability Insurance

The Operator self-insures its Employers Liability risks.

27.2 Other Insurance Requirements

- 27.2.1 A specific indemnity to the Authority shall be put in place and confirmed in writing in respect of each of the insurances specified in paragraph 27.1 (Types of Insurances).
- 27.2.2 Insurance cover in respect of all Network Buses to be used to provide the Service shall be Comprehensive.

27.3 Authority Review of Operator Insurances

- 27.3.1 The Authority intends to undertake a review of all Operator insurance arrangements during the term of this Agreement and may require the Operator to amend these arrangements as a result of such a review. The Operator shall facilitate and cooperate fully with this review. Any amendments to insurance requirements shall be implemented in accordance with Schedule 23 (Variations).

Schedule 28: Grant Agreement

28.1 Grant Agreement

- 28.1.1 This Schedule 28 applies solely to Network Buses purchased by the Operator through grant funding from the Authority. Authority Network Buses are subject to the terms contained within the Lease Agreement between the Authority and the Operator dated 12th November 2018.

Draft: 31 October 2014 EOH\15412534.3

[•] 2014

AN tÚDARÁS NÁISIÚNTA IOMPAIR – NATIONAL TRANSPORT AUTHORITY

and

[OPERATOR]

FRAMEWORK GRANT AGREEMENT

THIS AGREEMENT is made on [•] 2014 between:

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

RECITALS

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

NOW IT IS AGREED AS FOLLOWS:

SECTION 1

INTERPRETATION

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

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

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

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

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

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

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

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

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

“Grant Balance” means the aggregate of:

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

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

“Party” means a party to this Agreement.

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

“Public Service Bus” means:

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

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

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

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

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

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

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

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

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

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

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

- (h) falls within clause 7.4 (a); or
- (i) has been so specified in accordance with clause 7.4(b).

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

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

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

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

1.2 Construction

- (a) Unless a contrary indication appears, a reference in this Agreement to:
- (i) the “**Authority**”, “[**Operator**]”, any “**Party**” or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) “**assets**” includes present and future properties, revenues and rights of every description;
 - (iii) a “**person**” includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing;
 - (iv) a “**regulation**” includes any regulation, rule, official directive, request or guideline (having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (v) “**VAT**” shall be construed as a reference to value added tax including any similar tax which may be imposed in place thereof from time to time;
 - (vi) a provision of law is a reference to that provision as amended or re-enacted; and
 - (vii) a time of day is a reference to Dublin time.
- (b) Section, clause and Schedule headings are for ease of reference only.

1.3 Currency symbols and definitions

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

SECTION 2

GRANT TO [OPERATOR]

2. The Grant

2.1 The Grant

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

2.2 Purpose of the Grant

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

3. Payment of the Grant

3.1 Payment of the Grant

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

4. Acknowledgement by [Operator]

4.1 Acknowledgement by [Operator]

[Operator] hereby acknowledges that:

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

SECTION 3

PUBLIC SERVICE BUSES

5. Use of Public Service Buses

5.1 Use of Public Service Buses

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

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

Where:

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

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

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

(the “**Repayment Mechanism**”).

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

5.2 Restriction on Use

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

5.3 No alienation

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

SECTION 4

CANCELLATION AND REPAYMENT

6. Cancellation and Repayment

6.1 Cancellation and Repayment of Grant

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

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

6.2 Demand for Repayment / Request for Tender

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

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

6.3 Amount Due

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

6.4 Interest

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

- (a) on its due date; or
- (b) in the case of clause 6.2(b)(ii) or clause 7.1(c), within fifteen (15) Business Days of the date of receipt by [Operator] of the Sale Amount,

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

7. Required Public Service Bus

7.1 Required number

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

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

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

7.2 Manufacturer's Warranties

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

7.3 Date of Transfer and Date of Sale

As between the Authority and [Operator]:

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

7.4 Required Public Service Bus

Where in connection with a proposed competitive tender, the Authority has specified a required number, this clause 7.4 shall apply to identify the individual Public Service Buses that are Required Public Service Buses:

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

SECTION 5

OPERATION, MAINTENANCE AND REPAIR

8. Operation, Maintenance and Repair

8.1 Operation and Use

[Operator] shall operate the Public Service Buses:

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

8.2 Licences and Taxes

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

8.3 Maintenance and Repair

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

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

8.4 Alterations

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

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

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

8.5 Inspection

[Operator] shall permit:

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

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

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

8.6 Manuals and Technical Records

[Operator] shall:

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

9. Insurance and Replacement

9.1 Insurance

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

9.2 Replacement of Public Service Buses

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

9.3 Substitution of Buses

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

SECTION 6

INDEMNITIES

10. Indemnities

10.1 [Operator] Indemnity

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

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

10.2 Exclusions

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

- (a) any economic loss (including loss of revenues, profits, contracts, business or anticipated savings);
- (b) any loss of goodwill or reputation;
- (c) any special or indirect or consequential losses; or
- (d) any loss but only to the extent directly caused by the negligence, omission or misconduct of the Authority.

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

10.3 Compliance with direction

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

SECTION 7

REPRESENTATIONS AND UNDERTAKINGS

11. Representations

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

11.1 Status

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

11.2 Binding obligations

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

11.3 Non-conflict with other obligations

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

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

11.4 Power and authority

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

11.5 Validity and admissibility in evidence

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

11.6 No misleading information

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

11.7 Solvency

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

12. Information Undertakings

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

12.1 Information: miscellaneous

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

12.2 Notification of default

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

13. General Undertakings

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

13.1 Authorisations

[Operator] shall promptly:

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

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

13.2 Change of business

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

SECTION 8
CHANGES TO THE PARTIES

14. Changes to the Authority

14.1 Assignments and transfers by the Authority

The Authority may:

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

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

15. Changes to [Operator]

15.1 Assignment and transfers by [Operator]

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

SECTION 9
ADMINISTRATION

16. Set-Off

16.1 No set-off by [Operator]

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

16.2 Set-off by the Authority

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

17. Notices

17.1 Communications in writing

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

17.2 Addresses

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

17.3 Delivery

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

and, if a particular department or officer is specified as part of its address details provided under clause 17.2, if addressed to that department or officer.

17.4 Notification of address and fax number

Promptly upon receipt of notification of an address, and fax number or change of address or fax number pursuant to clause 17.2 or changing its own address or fax number, the Authority shall notify the other Parties.

17.5 English language

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

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

18. Calculations and Certificates

18.1 Accounts

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

18.2 Certificates and determinations

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

18.3 Day count convention

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

18.4 Partial Invalidity

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

19. Remedies and Waivers

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

20. Dispute as to valuation

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

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

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

21. Whole Agreement

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

22. Counterparts

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

SECTION 10

GOVERNING LAW AND ENFORCEMENT

23. **Governing Law**

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

24. **Enforcement**

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

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

SIGNATURES

[OPERATOR]

By:

Address: XX
 Dublin X

Fax: +353 (0) 1 703 XXXX

Attention: XXXXX
 Company Secretary

THE AUTHORITY

AN tÚDARÁS Náisiúnta Iompair-National Transport Authority

By:

Address: Dún Scéine,
 Harcourt Lane,
 Dublin 2.

Fax: +353 (0) 1 879 8333

Attention: Gerry Murphy
 Chief Executive

SCHEDULE

Form of Offer Letter

[Date]

[Operator]

FAO: The Company Secretary

Grant Offer Letter

Dear Sirs

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

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

1. This is a Grant Letter for the purposes of the Framework Agreement.
2. The Grant being made available by the Authority is *[insert details of the grant, e.g., the amount of [•] in respect of each Bus being acquired provided that the aggregate amount to be made available pursuant to this Offer Letter shall not exceed [•]]* (the “**Grant**”).
3. The Grant is being made available by the Authority to [Operator] to *[facilitate the acquisition by [Operator]] / [reimburse [Operator] for expenditure incurred by it in connection with the acquisition]* of Buses to be used for the purpose of providing the Services.
4. The Grant shall be made by the Authority:
 - (a) upon it receiving, in form and substance satisfactory to it, the following:

[insert applicable conditions precedent, such as

- (i) *evidence of the [expenditure incurred and paid] / [invoices] as the purchase price for the Public Service Buses;*
 - (ii) *evidence the insurances referred to in clause 9.1 have been put in place;*
 - (iii) *that [Operator] is up to date in its affairs with the Revenue Commissioners and that prior to payment of the Grant it shall submit an up to date tax clearance certificate from the Revenue Commissioners;*
 - (iv) *a copy of the contract (and any document relating thereto requested by the Authority) entered into by [Operator] with the vendor in connection with the acquisition of the Public Service Buses;*
 - (v) *evidence that [Operator] has acquired the Public Service Buses the subject of the Grant;]*
- (b) if the representations set out in the Framework Agreement are true and correct as of [each/the] date the Grant is made.
5. Payment of the Grant shall be made in accordance with clause 3.1 of the Framework Agreement.
6. The Framework Agreement shall apply to this letter and the Grant contemplated by this Grant Letter except to the extent modified by this Grant Letter and any such modification has been agreed with [Operator].
7. In the event of an inconsistency between the terms of this Grant Letter and the Framework Agreement, the terms of this Grant Letter shall prevail.

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

Yours faithfully

**AN tÚDARÁS Náisiúnta Iompair –
NATIONAL TRANSPORT AUTHORITY**

ACCEPTED AND AGREED THIS [•]

[OPERATOR]

Schedule 29: Audit Terms of Reference

29.1 Outline of Audit Terms of Reference

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

29.1.2 The audit shall include but not be limited to:

(a) Calculation and processing of payments:

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

(b) Contractual compliance:

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

(c) Cost of providing the Services:

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

(d) Calculation of PSO Compensation Amount:

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

- ii. Operator's operating costs for PSO services are consistent with those of a 'well-run' bus operator.
- (e) Cross-subsidy between operators:
 - i. Financial flows among Operators do not represent a cross-subsidy between operators.
- (f) Duplication of subsidy:
 - i. PSO funding issued by the Authority is not being duplicated across Operators
- (g) Follow-up on previous internal audit recommendations.

Schedule 30: Data to be Processed under this Agreement

30.1.1 The following data processing instructions should be adhered to at all relevant times in respect of any personal data as described in paragraph 30.6 of this Schedule 30 for which the Operator is the processor and the Authority is the controller:

- (a) The Operator shall not copy production data to a test or development server without the approval of the Operator's Data Protection Officer.
- (b) The Operator shall implement the Authority's appropriate data retention policies, as provided by the Authority to the Operator.
- (c) The Operator shall adopt appropriate data protection procedures if copying such data to a test server for maintenance / fault-finding purposes. Such procedures should be signed off by the Operator's Data Protection Officer.
- (d) The Operator shall implement appropriate and agreed quality assurance processes to ensure accuracy of such personal data processed on behalf of the Authority.
- (e) Where consent is the basis for processing such personal data, the Operator shall implement consent capture / recording processes.
- (f) The Operator shall ensure data protection scripts and recording processes used are compliant with Data Protection Law.
- (g) The Operator shall respond to any subject access requests, on behalf of the Authority if required to do so. It is expected that this may only be required in a handful of cases per year.
- (h) On request of the Authority, the Operator shall partake in simulated data access requests exercises in respect of such data in order to test the subject access request process.
- (i) The Operator shall have user training processes in place to provide clear instructions on personal data processing. The Operator shall carry out regular training on an on-going basis (at least annually).
- (j) In the event of sub-contracting any processing, the Operator shall ensure that the Operator's sub-contract adheres to any applicable instructions in this Schedule 30. This applies to all new sub-contracts put in place subsequent to this agreement.
- (k) The Operator shall comply with the Operator's applicable obligations under Data Protection Law to maintain a record of all categories of processing activities carried out on behalf of the Authority in respect of such data..
- (l) The Operator 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.

30.1.2 The Operator shall implement appropriate data retention policies for such data not contemplated under paragraph 30.1.1.

30.1.3 Neither Party shall oblige the other Party to breach Data Protection Law when processing personal data as processor, controller or otherwise, in connection with this Agreement.

30.2 Customer Care

The subject matter and duration of the processing	Providing customer care as described in Schedule 13 of this Agreement and for the duration of the Agreement. Records of customer contacts (excluding disputes / claims as contemplated by paragraph 30.7) to be retained for a minimum of 2 years after the incident and access to data to be provided to the Authority for 12 months after end of the Agreement
The nature and purpose of the processing	<p>Performance of the Services pursuant to this Agreement, and includes the following data and processing activities:</p> <ul style="list-style-type: none"> • audio files (phone calls to or from designated customer contact numbers only); • text files (all comments, complaints, queries and responses made via website, emails, tweets, Facebook comments, direct messages etc.); • documents (all comments, complaints, queries and responses by letter); • forms (all comments, complaints and queries made via contact report); • producing reports (lost property - identify and contact owner); • collecting, hosting, storage, access, using, reporting and backup of personal data; including in a database; • making refunds and contacting individuals in respect of lost property; • analysis, monitoring and reporting in relation to the Services.
The type of personal data being processed	<p>Current, former and prospective passengers and personnel.</p> <p>Other data subjects of the personal data processed in connection with the provision of the Services.</p>
Nature of relationship:- controller, processor, or joint controllers	The Operator shall be a controller of such personal data and to the extent that any such personal data is provided to the Authority, each party shall be a separate controller of that personal data.

30.3 CCTV

The subject matter and duration of the processing	As described in Schedule 11 of the Agreement, at least 4 days from the date of the recording and disclosure of images requested and/or required for incidents (and required to be disclosed to Gardaí for crimes and accidents).
The nature and purpose of the processing	<p>Transfer of data from CCTV camera equipment from the Network Buses for the following purposes:</p> <ul style="list-style-type: none"> • to discourage delinquent and anti-social behaviour; • to deter and detect crime, including theft and criminal damage; • to maintain the safety and security of all employees, customers, members of the public, buses, premises and property; • to assist in the recollection of, investigation of or evidence of events relating to an incident or accident.
The type of personal data being processed	The monitoring, recording, holding and processing of images of distinguishable individuals; being passengers and public on or near bus, and staff.
Nature of relationship:- controller, processor, or joint controllers	The Operator is the sole controller of all CCTV related personal data. In the event any CCTV personal data is supplied to the Authority, each Party shall be a separate controller of that CCTV personal data.

30.4 Passenger Wi-Fi

The subject matter and duration of the processing	Provision of Wi-Fi services on buses as described in Schedule 11 of the Agreement and including a log in/landing page and customer service, for the duration of the Agreement.
The nature and purpose of the processing	As described in the Agreement i.e. to provide and monitor provision of Wi-Fi service.
The type of personal data being processed	Passenger mobile phone data e.g. IMEI number and location data which may be recorded when accessing the on-board public Wi-Fi network.
Nature of relationship:- controller, processor, or joint controllers	The Operator is the controller of all Wi-Fi related personal data. In the event Wi-Fi related personal data is shared with the Authority, each Party shall be a separate controller of that personal data.

30.5 Websites

The subject matter and duration of the processing	Provision of websites as described in Schedules 13 and 14 of the Agreement and in Service Level Agreement for the provision of travel information for the duration of the Agreement.
The nature and purpose of the processing	<p>Personal data is processed via websites as follows:</p> <ul style="list-style-type: none"> • Online contact forms; • Online recruitment forms; • Standard fare payment system and penalty payment system which includes receipt of credit card details; • Maintain record of payments; • Monitor usage through cookies, IP addresses and Google Analytics.
The type of personal data being processed	Cookies and IP addresses and integration with customer database for customer services, all personal data from online forms, online Standard Fare payments to include credit card details.
Nature of relationship:- controller, processor, or joint controllers	<p>The Operator is the controller of all personal data gathered through its website. In respect of the following personal data gathered through the Operator's website:</p> <ul style="list-style-type: none"> • Customer Care personal data (refer to paragraph 30.2 of this Schedule 30 (Customer Care)); • Standard Fares personal data (refer to paragraph 30.9 of this Schedule 30 (Standard Fares), <p>and which is shared with the Authority, each Party shall be a separate controller of that personal data.</p>

30.6 Surveys, attendance at consultation meetings, stakeholder meetings and public relations

The subject matter and duration of the processing	As described in the Schedules 13 and 18 of the Agreement records to be retained for at least 2 years after the date to which such records relate.
The nature and purpose of the processing	Public relations purposes including: <ul style="list-style-type: none"> • accessibility panels and reporting for service provision; • dealings with public consultations, public liaison committees, public representatives, regulatory bodies and public interest groups.
The type of personal data being processed	Name, contact details, nature and details of contact, reporting and analysis.
Nature of relationship:- controller, processor, or joint controllers	<p>The Operator is the sole controller for any personal data gathered pursuant to partaking in surveys, attendance at stakeholder meetings and dealing with public representatives, regulatory bodies and public interest groups for its own purposes.</p> <p>In the event the Operator engages in any of these activities on the Authority's behalf, the Authority is the controller and the Operator is the processor of any personal data processed in this context.</p>

30.7 Incidents, accidents, insurance damage claims, personal injury claims and antisocial behaviour

The subject matter and duration of the processing	As described in Schedule 6 and 18 of the Agreement for the duration of the Agreement and retention periods of at least 2 years from incident (save for those records relating to incidents involving minors which must be maintained until the minor has attained 21 years).
The nature and purpose of the processing	As described in the Agreement and includes the following processing activities: <ul style="list-style-type: none"> • recording incidents; • producing evidence of incidents; • maintaining a data base; • dealing with incidents; • liaising with individuals involved in incidents and their representatives.
The type of personal data being processed	Contact details, events, evidence, injuries, compensation, representatives
Nature of relationship:- controller, processor, or joint controllers	The Operator is the sole controller of all personal data gathered in these circumstances. In the event any such personal data is supplied to the Authority, each Party shall be a separate controller of that personal data.

30.8 Network Data that constitutes personal data

The subject matter and duration of the processing	As described in Schedules 8 and 9 of the Agreement for at least 12 months after the date for which such Records relate.
The nature and purpose of the processing	To operate the service i.e. the provision of buses, checking tickets and passes, revenue reporting and calculation, development of operating plan which, includes security management plan and involves collating information including personal data.
The type of personal data being processed	Ticket serial numbers and location data of passengers using the Integrated Ticketing Scheme (LEAP), tickets and passes using buses, technical and organisational measures to ensure the provision and security of the service analysis and monitoring in relation to the provision of the Services and remuneration under the Agreement.
Nature of relationship:- controller, processor, or joint controllers	The Authority and the Operator are separate controllers.
The subject matter and duration of the processing	As described in Schedule 31 of the Agreement for at least 12 months after the date for which such records relate.
The nature and purpose of the processing	To operate the service i.e. the provision of buses, provision of travel information services to the public and the monitoring of contract performance and involves collating information including personal data for analysis and monitoring in relation to the provision of the Services and remuneration under the Agreement..
The type of personal data being processed	AVL and schedule data which may include Bus ID, Driver ID.
Nature of relationship:- controller, processor, or joint controllers	The Authority and Operator are separate controllers.

30.9 Standard Fares

The subject matter and duration of the processing	As described in Schedule 10 of the Agreement records to be retained for at least 18 months from the date such records relate or until case is concluded
The nature and purpose of the processing	Enforce byelaws, issue and recover standard fares, produce evidence packs for prosecutions and develop strategy.
The type of personal data being processed	Payments (Cheque/online), standard fare notice – name and contact details, parent. Guardian age signature, id shown, location/bus/date time, and reason, debt recovery and correspondence and analysis for strategy and remuneration.
Nature of relationship:- controller, processor, or joint controllers	The Operator is the sole controller of all Standard Fares related personal data.

30.10 Operator Employee Data

The subject matter and duration of the processing	Employee data for all Operator employees for at least 2 years after the Expiry Date.
The nature and purpose of the processing	In the ordinary course of the Operator acting as employer of all employees.
The type of personal data being processed	Data relating to employment of Operator employees.
Nature of relationship:- controller, processor, or joint controllers	The Operator is the sole controller of all their employee related personal data. In the event any employee personal data is supplied to the Authority pursuant to the Agreement; for the purposes of the Authority exercising its regulatory and supervisory functions, the Authority shall be a separate controller of that personal data.

Schedule 31: Planning Data and AVL Data Provision

31.1 Data Supply Management

31.1.1 Data Supply Management is the process of acquiring, compiling, checking and inputting the required planning data into the AVL system such that the AVL system functions fully and accurately.

31.1.2 The Operator is responsible for the export of all required data from its planning system to the AVL System in VDV452 Version 1.5 format.

31.1.3 The complete and detailed description of the VDV452 data scope and formats are as set out in the VDV452 standard document but can be summarised as:

- (a) Calendar data (day types and their validity in the period);
- (b) Operational data (vehicle stock, vehicle types, announcement texts and destination texts);
- (c) Location data (bus stops, stopping points, beacons, depots);
- (d) Network data (route sections, distances, travel time groups, travel times, stopping times);
- (e) Route data (routes and courses for different patterns);
- (f) Timetable data (runs and run-dependent stopping times, blocks);
- (g) Transfer data (not currently used); and
- (h) Zones or administrative units (not currently used).

31.1.4 The Operator is responsible for the provision of Planned Schedule Data in VDV452 format to the Authority, as contemplated by paragraph 31.1.5 below.

31.1.5 The Planned Schedule Data supplied by the Operator shall include the following data in VDV452 format:

- (a) Calendar data (day types and their validity in the period);
- (b) Operational data (vehicle stock, vehicle types, announcement texts and destination texts by Route); and
- (c) Timetable data (runs, and run dependent stopping times, blocks).

31.1.6 Unless notified otherwise by the Authority, the Operator is responsible for the supply and maintenance of all relevant auxiliary data to specifications and format that the Authority may require from time to time, including but not limited to the following:

- (a) Maps of Routes clearly showing paths taken by each Route variant, and locations and stop numbers for each stop along each Route variant;
- (b) Stops data, including location, number and names;
- (c) Inter-stop distances for each Route;

- (d) Traffic light priority data;
- (e) On board voice announcement /next stop data; and
- (f) Low bridge data

31.1.7 The Operator shall submit all auxiliary data to the Authority in the format and to specifications required by the Authority by the date set out in Schedule 24. The Operator shall submit any proposed changes to auxiliary data to the Authority for approval at least 15 Business Days in advance of Operational Day. In the case of auxiliary data requiring a change to customer facing information (for example Stop name or number or location), the Operator shall submit this data to the Authority at least 60 Business Days in advance of Operational Day.

31.1.8 The Authority shall check Planned Schedule Data and auxiliary data provided by the Operator as contemplated by paragraphs 31.1.5 to 31.1.7 for consistency with the approved Timetable or auxiliary data requirements, and if an inconsistency is found, it may notify the Operator of the inconsistency and correct the Planned Schedule Data or auxiliary data, or it may request the Operator to submit a corrected version the Planned Schedule Data or auxiliary data. If a request is made to the Operator to resubmit a corrected version, the Operator shall submit the corrected version to the Authority within 5 Business Days of the request.

31.1.9 In the event that either Party subsequently finds that the planning data (which includes Planned Schedule Data and auxiliary data) is inconsistent with the corresponding Authority approved Timetable or auxiliary data, it shall immediately notify the other Party and the Party responsible for the provision of that element of the planning data shall provide corrected data to the Authority or the Operator for input into the AVL System, Authority AVL Data Management System, Journey Planner, RTPI or other operator and Authority Systems that depend on this data.

31.1.10 Various tools that generate Planned Schedule Data in the required VDV452 format are available. For the avoidance of doubt such planning tools are not provided by the Authority under this agreement.

31.1.11 The Authority reserves the right to transfer the responsibility for undertaking some or all of the tasks contemplated in paragraphs 31.1.2 to 31.1.7 to the Authority at any point during the lifetime of this Agreement.

31.1.12 The Authority intends to specify a replacement format to VDV452 at some point during the lifetime of the Agreement, likely to be NeTEx. The Operator shall, upon request by the Authority, develop an implementation plan for transferring to this new format and shall submit as a Variation, and shall implement by a date set out in the Authority Variation Order.

31.2 Planned Schedule Data

31.2.1 The Operator shall prepare the Planned Schedule Data for the Services in accordance with the Timetable approved by the Authority, and submit the data to the Authority no later than 40 Business Days in advance of the date of operation of each Trip.

31.2.2 The Operator shall ensure that the Planned Schedule Data (and any other required data as identified in this Schedule) is loaded into the AVL Equipment on board each Network Bus, in advance of the Operational Day for the Services. The bus shall be placed in an appropriate location for a suitable duration such that the complete upload of Planned Schedule (and any other required data) can be achieved at intervals not exceeding 24 hours. The Operator shall

use the monitoring functions that are provided by the AVL System to comply with this requirement.

31.3 AVL Live Data

31.3.1 AVL Live Data is the bus positioning and timing data in electronic format, provided from each Network Bus during the operation of the Services, for use in the Authority's Real Time Passenger Information system, and for use by the Operator in the management of bus operations in a live environment in the Operator's Control Room. AVL Live Data will pass automatically from the bus to the AVL system.

31.3.2 The Operator shall be responsible for the transmission of AVL Live Data from each Network Bus and for the transmission of AVL Live Data to the Authority's Real Time Passenger Information System. The Operator will ensure the satisfactory operation of the required on bus equipment that is necessary for the on bus AVL equipment to function correctly. This will include, but not be limited to, ensuring that the odometer and the door open and close indicators are fully functional.

31.4 AVL Recorded Data for AVL Data Management System (DMS)

31.4.1 AVL Recorded Data is data, including bus positioning and time data recorded on board each Network Bus during the operation of the Services.

31.4.2 The AVL Equipment will store AVL Recorded Data on board each Network Bus and will download the AVL Recorded Data from each Network Bus.

31.4.3 The Operator shall be responsible for ensuring the timely download of the AVL Recorded Data. The bus shall be placed in an appropriate location for a suitable duration such that the complete download of AVL recorded data can be achieved at intervals not exceeding 24 hours. The operator shall use the monitoring functions that are available to them in the AVL system to comply with this requirement.

31.4.4 The Operator shall assign a reason code to each Trip or part of Trip in the Planned Schedule Data for which no AVL Recorded Data is available.

31.4.5 Authority Reason Codes for use in the AVL DMS are set out in Annex B to this Schedule. The Operator shall provide an Authority Reason Code to the Authority for each Trip or part of Trip for which no AVL Recorded Data is available, in accordance with the arrangements set out in Annex B to this Schedule 31, and to the timescales set out in Annex D to this Schedule 31.

31.4.6 Where the Operator wishes to use reason codes that are not Authority Reason Codes in its own systems, the Operator shall submit the proposed reason codes and corresponding Authority Reason Code to the Authority in advance for Authority approval.

31.4.7 The Operator may enter a reason code in a "live" operating environment using software installed at the Operator's Control Room.

31.4.8 In all cases where the Operator assigns a reason code that is not one of the Authority Reason Codes listed in Annex B to this Schedule, the Operator shall ensure that the reason code it assigned is replaced with an equivalent Authority Reason Code in advance of supplying the relevant AVL Recorded Data to the Authority.

- 31.4.9 The Operator may enter a reason code or amend a reason code entered in a “live” operating environment, by selecting an Authority Reason Code using the Authority’s AVL “DMS Justification Code Editor”.
- 31.4.10 The Operator shall provide AVL Recorded Data, including any relevant Authority Reason Codes, for each Trip or part Trip scheduled for each Operational Day in accordance with the Timetable, no later than 5 days after the Operational Day for the Services.
- 31.4.11 No later than 7 days after the Operational Day, the Authority’s AVL Data Management System shall issue a “Target Variation Query Report” to the Operator, identifying the routes where a significant percentage of AVL Recorded Data has not been received by the Authority, and for which no Authority Reason Code has been provided by the Operator.
- 31.4.12 Planned Trips or part Trips where no AVL Recorded Data has been received, and where no Authority Reason Codes has been provided by the Operator are presented to the Operator in the AVL DMS Justification Code Editor.
- 31.4.13 Operators are required to review all missing Trips or part missing Trips against garage supporting documentation. Depending on the circumstances a missing Trip or part Trip may be confirmed as lost kilometres or as operated kilometres and coded accordingly by assigning an Authority Reason Code to each record.
- 31.4.14 Trips or part Trips where AVL Recorded Data received indicates kilometres were operated are also presented to Operators via the AVL DMS. Where garage supporting documentation indicates that recorded kilometres were not operated, the Operator is required to assign the appropriate Authority Reason Code to the Trip record, using the Justification Code Editor.
- 31.4.15 In the event that the Operator cannot assign Authority Reason Codes to missing AVL data due to unavailability of the Authority’s DMS, or for other reasons beyond the control of the Operator, the Operator shall complete the form set out in Annex C to this Schedule for each Route and Reporting Period affected.
- 31.4.16 Other than in the case of approved Data Exclusions, as contemplated by paragraph 19.8 of Schedule 19, the Authority shall treat all missing AVL data that does not have an Authority Reason Code assigned to that record as lost kilometres.
- 31.4.17 No earlier than 12 Business Days after the issue of the Target Variation Query Report the Authority shall lock the AVL Recorded Data for Operator responses, and no further Authority Reason Codes may be entered by the Operator for the relevant Operational Day. Following this, each week the Authority will issue to the Operator a Finalised Performance Report and each Period the Authority will issue the Operator an Assessment Period Report, in accordance with the timescales set out in Annex D to this schedule.
- 31.4.18 Guidance on use of the AVL Data Management System is provided in the Authority’s *AVL Data Management System Operator’s Manual*.
- 31.4.19 The Operator shall notify the Authority within 1 Business day of the date when the sum of the daily kilometres not operated in any Reporting Period for any Route will result in the actual operated kilometres being at least 15% less than the scheduled kilometres for such Reporting Period (as conclusively determined by the Authority).
- 31.4.20 Training for the Operator in the use of the AVL Data Management System will be arranged by the Authority as required.

- 31.4.21 The Authority may replace the current AVL DMS with an equivalent system during the lifetime of the Agreement.

31.5 Unavailability of AVL Data Management System for kilometres coding

- 31.5.1 In the event that the AVL Data Management System is unavailable for assigning Authority Reason Codes within contractual timescales, the Operator shall complete a Lost Kilometres Return form for each Route as set out in Annex C to this Schedule with details of all Trips/part Trips not operated including

- (a) date and scheduled terminus start time of lost Trip/part Trip;
- (b) duty and Trip number;
- (c) the Stop numbers between which kilometres have been lost;
- (d) kilometres lost, to one decimal place;
- (e) Authority Reason Code, using the codes in Annex B to this Schedule;

- 31.5.2 The Operator shall provide the information referred to in paragraph 31.5.1 above in Excel spreadsheet form using the Lost Kilometres Return as set out in Annex C hereto.

- 31.5.3 The information referred to in paragraph 31.5.1 above shall be provided to the Authority no later than 10 Business Days after the Operational Date to which it relates or at such other intervals as the Authority may require.

31.6 Changes to Reporting Requirements

- 31.6.1 The Authority, acting reasonably, reserves the right at any time to change the reporting requirements and procedures outlined in this Schedule in order to take advantage of the availability of new technology, or for the purposes of improving the method of monitoring of the Operator's kilometres performance. Any such changes will be notified to the Operator and the Authority shall reimburse the Operator its reasonable costs incurred in implementing such changes, using the contract variation process set out in Schedule 23.

31.7 Accuracy of the Data and Audit Requirements

- 31.7.1 The Operator shall use its best endeavours to ensure that kilometres reporting is complete and accurate. In the event that the Operator is found (by whatever means) to have inaccurately declared the extent of Deductible Lost Kilometres the Authority shall have the right to recover from the Operator any monies due to the Authority in accordance with Clause 30.3(b).

- 31.7.2 The Operator shall keep all records and documentation relating to kilometres for a minimum period of 12 months after the Operational Day. This documentation must be sufficient detail to support the information provided to the Authority under paragraph 31.2 above, and must include the following:

- (a) duty or bus time cards (or equivalent information from AVL System records);
- (b) log cards (duty or bus based) detailing lost kilometres (or equivalent from AVL System records);
- (c) supervisors log sheets (both mobile and garage based) (or equivalent information from AVL System records);
- (d) AVL System log;
- (e) daily maintenance / engineering call out sheets;

- (f) staff allocation sheets;
- (g) daily incident books;
- (h) daily audit reports from the Operator's own electronic equipment where the information can be produced; and
- (i) any other similar document by which the Operator can verify whether or not kilometres has been operated.

31.7.3 The information to be recorded in respect of paragraph 31.7.2 above must include the following as a minimum:

- (a) driver (s) name and number;
- (b) bus and duty number (s);
- (c) time of departure from/arrival at the garage;
- (d) details of all out of service (dead) kilometres;
- (e) details of all operated trips/part trips including start/finish points and times of departure/arrival;
- (f) details of all lost kilometres including trip number and from/to points; and
- (g) reasons for all lost kilometres.

31.7.4 The Operator shall comply with any reasonable recommendations by the Authority in relation to the amendment or implementation of documentation and procedures in respect of kilometres recording. Where such changes have cost implications, these should be recovered using the variation process set out in Schedule 23.

31.7.5 The Authority and its employees, agents and contractors shall have a right of access at all reasonable times on giving reasonable notice to the Operator's premises in order to audit all matters referred to in this Schedule. The Authority shall have the right to take copies of such records and information as are necessary in connection with any such audit. The Operator shall allow copies to be taken on its equipment at no cost to the Authority.

31.8 Reporting of Service Disruptions

31.8.1 The Authority may, at its own cost, introduce from time to time systems for the recording and dissemination of information relating to significant service disruptions. The data reported to, and held by, the system may be used to advise operators of current road conditions to enable effective management and control of services. In addition, it may be used by the Authority to assess performance and the validity of kilometres returns and other data collected in accordance with the provisions of Schedule 19.

31.8.2 If such systems are introduced by the Authority, the Operator should take appropriate measures to ensure that Staff are aware of the system and that they report significant disruptions as defined and in the manner explained in guidance notes issued by the Authority from time to time. If additional Operator costs arise due to any such requirement, the Operator should seek recovery of these costs through the contract variation process set out in Schedule 23.

31.9 Reporting of Lost Kilometres

31.9.1 At its discretion, the Authority may prepare other reports (periodic, quarterly and annual) on Operator performance for the purposes of monitoring the Services and reporting the performance of the Services to key stakeholders, both internally and externally. Such reports may include but may not be limited to route level presentations and operator league tables. For the avoidance of doubt, these reports may present actual lost kilometres performance

(including non-deductible lost kilometres where appropriate) as well as, or instead of Lost Kilometres Performance as set out in Schedule 19.

31.9.2 The Authority reserves the right to publish the reports referred to in paragraph 31.9.1 above.

Annex A: Not Currently Used

Annex B: Authority Reason Codes

The following Authority Reason Codes indicate services that did not operate (in whole or in part)

"Deductible" indicates that payment deductions for non-operation would be made.

Category	Reason	Detailed Reason
Lost Deductible	ST Staff	ST01 Absence / Late / Sickness
		ST02 Shortage of establishment
		ST03 Other
	MC Mechanical	MC01 On-road bus breakdown
		MC02 No serviceable bus
		MC04 Other
	OD Other Deductible	OD01 Service cannot be operated to planned schedule
		OD02 Other – incl reason unknown / in doubt
		OD03 Bus withdrawn from service due to faulty ticket equipment and procedures in Schedule 11 paragraph 11.20 not fully followed by Operator
Lost Non-deductible	TR Traffic	TR01 Abnormal traffic congestion/blocked road due to traffic accident/ breakdown of another vehicle
		TR02 Abnormal traffic congestion/blocked road due to rail/Luas service failures
		TR03 Abnormal congestion/blocked road due to Luas Cross City works
		TR04 Abnormal road congestion/blocked road due to other roadworks
		TR05 Abnormal traffic congestion (unknown reason)
	ON Other Non-deductible	ON01 Major incident – fundamental change to operation
		ON02 Road closed / blocked due to weather – bus diverted / turned
		ON03 Road closed / blocked due to Parade/ Road Race/ Protest/ March– bus diverted / turned
		ON04 Anti-social behaviour/ assault on board bus – service withdrawn
		ON05 Serious vandalism on board bus - service withdrawn
		ON06 Stone throwing - service withdrawn
		ON07 Accident/medical emergency on board bus - service withdrawn
		ON08 Other incident due to third party action (specify)
		ON09 Incorrect Planned Schedule Data supplied by National Transport Authority
		ON10 Bus withdrawn from service due to faulty ticket equipment and procedures in Schedule 11 paragraph 11.20 fully followed by Operator

Note: Other Authority Reason Codes for services that do not operate may be introduced from time to time by the Authority

The following Authority Reason Codes indicate services that were operated, for which there is no AVL data available

Category	Reason	Detailed Reason
Operated	OP Operated	OP01 Bus on in-service diversion (planned)
		OP02 Bus on in-service diversion (emergency)
		OP03 Driver error
		OP04 AVL data not downloaded
		OP05 AVL technical errors
		OP06 Other (specify)
		OP98 No Planned Schedule Data supplied by National Transport Authority
		OP99 Wrong Planned Schedule Data supplied by National Transport Authority

Note: Other Authority Reason Codes for operated services may be introduced from time to time by the Authority

Annex D: AVL Data Management System data provision and report issue dates

Date	Code	Date
Operational Day	OD	OD
Operator submission of Recorded AVL Data for the Operational Day to Authority's SFTP site	SUBD	OD to OD+7
Target Variation Query Report issue	TVQRD	OD+8 (Daily)
Locked for operator responses (Reason Codes can no longer be entered by Operator) Note Operator can lock manually at an earlier date if desired	LORD	TVQRD+21 (=OD+29) (Daily)
Finalised Performance Report issue Note: Produced automatically every 7 days, following locking of all 7 day's AVL data for Operator responses	FPRD	LORD+7 (=OD+36) (every 7 days, except Period 1 and Period 13 when reports covering <7 days may be required for the final part of the Period, depending on Period duration.)
Assessment Period Report and Payment Report issue Note: Issued automatically every 28 days, using the combined results of the 4 most recent Finalised Performance Reports above	APR	FPRD +21 (=OD+57) (every 28 days, except P1 and P13 when reports covering a different number of days may be required, depending on period duration.)

Schedule 32: Cyber Security

32.1 IT Security Management Solution

32.1.1 The Operator shall establish, implement, operate, monitor, review, maintain and improve a documented Information Security Management Solution (the “**ISMS**”). The ISMS shall ensure a high level of system security and resistance to cyber-attack. In particular, the ISMS shall:

- (a) Comply with the principles and objectives of ISO 27001, ISO 27002, NIST, SANS Institute CIS Critical Security Controls, or such equivalent information security standards as may be agreed with the NTA (NIST is the framework used and preferred by the Authority);
- (b) Address the risks to Operator systems; the operator should adopt a proven risk methodology system to identify and classify information security risks;
- (c) The Operator systems in scope are:
 - AVL system
 - Ticketing system
 - Scheduling system
 - Customer complaints system
 - Operator Website
 - Data centre / network
- (d) Include a plan to achieve and maintain compliance with the Network Information Systems Directive (if the Operator has been designated as an Operator of Essential Service);
- (e) Include a plan to continually drive improvement in the security posture;
- (f) Maintain the confidentiality, integrity and availability of information processed and controlled by the Operator, through the application of an appropriate risk management process; and
- (g) Ensure that reasonable efforts be made to be resistant to internal and external security threats, fraud and cybercrime.

32.1.2 The Operator shall maintain and update the ISMS documentation throughout the Term and shall, at a minimum, address the security of the following areas which fall within the scope of the Services:

- (a) People;
- (b) Equipment;
- (c) Property;
- (d) Information;

(e) IT systems relating to all systems that support the operation of the public service obligations; and

(f) Personal data (refer to schedule 30)..

32.1.3 The Operator shall agree projects and milestones of the ISMS with the Authority on an annual basis.

32.1.4 The Operator shall maintain the following minimum set of policy documents:

a. Minimum list of cyber security policy documents:

- i. Information Security Policy
- ii. Network Access Policy
- iii. Incident Response
- iv. BCP/DR
- v. Data Classification Policy
- vi. Acceptable Use Policy
- vii. Mobile/Remote Access Policy
- viii. Vendor/Outsourcing/3rd Party Policy

32.1.5 The Operator shall incorporate industry standard service levels in each policy document. The Authority may at its discretion review the service levels in the policy to ensure they are appropriate.

32.2 Security Governance and Risk Management:

32.2.1 The Operator shall develop and implement a structured, consistent, and continuous process for identifying, documenting, tracking, assessing, deciding on responses to, and reporting on risks and designing and implementing mitigating controls to the provision of the Services. As part of this process, the Operator shall establish and maintain a risk register.

32.2.2 The Operator shall appoint an accountable officer (Security Officer) who shall be accountable for the security of the Operator systems. The Security Officer shall also be responsible for demonstrating evidence of compliance with this schedule and good security practices to the Authority. Any exceptions shall be agreed with the Authority as part of the ISMS on an annual basis.

32.2.3 The risks contained in the risk register shall be suitably described, categorised, weighted and prioritised according to severity, probability and impact. The categories of risk shall include:

- (a) Information security risk;
- (b) Operational security risk;

- (c) Data protection risk;
- (d) Reputational risk; and
- (e) Compliance risk.

32.2.4 Each risk shall include details of risk mitigating controls, status of risk; details of any assistance required from the NTA or other stakeholders to mitigate the risk, details of who owns the risk and proposals for risk mitigation and residual risk remaining after mitigation.

32.2.5 The Operator shall test the design of the mitigating controls prior to their introduction and regularly thereafter test the effectiveness of such controls.

32.2.6 The Operator shall implement, manage and maintain the mitigating controls minimise the effects of such risks to the provision of the Services.

32.2.7 The Operator shall demonstrate to the Authority that there is appropriate investment in security on an annual basis; this may be in the form of a costed security plan, which shall be used in the development of the Annual Business Plan to be prepared in accordance with Schedule 17. In instances where there may be under-investment in security, the Operator will outline the consequences of the under-investment, and will outline the mitigants that are being put in place to compensate for under-investment.

32.3 Data Management and Security

32.3.1 The Operator shall manage data in accordance with Schedule 30 (Data to be Processed Under this Agreement) of this Agreement and, without prejudice to the provisions of Schedule 30, in consideration of the following:

- (a) Requirements for data retention and secure storage;
- (b) Procedures for anonymising and storing necessary and useful data;
- (c) Procedures to be followed in the event of a cyber-attack and/or data security breach;
- (d) Requirements for the timely and secure deletion of data;
- (e) Preventing the misuse of personal data;
- (f) Data protection risks and mitigation measures in respect of such risks; and
- (g) Compliance with Data Protection Law.

32.3.2 The Operator shall put in place processes and procedures to ensure security (physical and technological) of all data related to the Services.

32.3.3 The Operator shall maintain a Data Breach Management Plan and update the plan annually.

32.3.4 The Operators shall rehearse the Data Breach Management Plan on an annual basis.

32.4 IT Security Management Services

- 32.4.1 The Operator shall deploy, monitor and maintain: (a) end point threat management agents (including anti-virus) (the “**EPTM Agents**”); and (b) associated policy, management, and reporting infrastructure; and install the EPTM Agents on all IT assets used by the Operator for the purposes of providing the Services
- 32.4.2 The Operator shall review and monitor alerts received from the EPTM Agents on the EPTM management console and shall initiate corrective action in accordance with the Operator Policies.
- 32.4.3 The Operator shall use an appropriate vulnerability monitoring tool to enable the monitoring of all IT assets used to provide the Services and the Operator shall be responsible for managing and resolving any vulnerability identified in line with the agreed Operator policy.
- 32.4.4 The Operator shall take the following guidelines into account in assessing the impact of, and responding to, identified system vulnerabilities:

Vulnerability Rating Definitions		
Qualys Rating	Severity	Definition
5 – Urgent	Critical	Vulnerability allowing easy host access or control or full system compromise, including: <ul style="list-style-type: none"> - full read and write access to files; - remote execution of commands; or - presence of backdoors.
4 – Critical	High	Vulnerability allowing potential host access or control or potential sensitive data leakage, including: <ul style="list-style-type: none"> - full read access to files; - potential backdoors; or - listing of Customers on the host.
3 – Serious	Medium	Vulnerability allowing easy access to host, including: <ul style="list-style-type: none"> - partial disclosure of files content; - access to some files on the host; - directory browsing; or - DOS or unauthorised service access.
2 – Medium	Low	Vulnerability allowing easy collection of sensitive information about the host.
1 – Minimal	Informational	Vulnerability allowing easy collection of information about the host.

- 32.4.5 The Operator shall ensure the review and approval of changes of data switches, network switches and routers, content switches, firewalls, access gateways (inclining hardware), in accordance with the *Operator’s* configuration management policies.
- 32.4.6 The Operator shall maintain all network and firewall devices under strict conditions of least privilege access to ensure only authorised staff have access, and implement robust firewall rules. The Operator shall perform a full firewall review at least annually to ensure that only necessary rules are implemented.

32.4.7 The Operator shall ensure that servers and devices are hardened in accordance with the appropriate security hardening standard. The Operator shall also be responsible for:

- (a) Ensuring no insecure protocols are used;
- (b) Ensuring no default credentials are used; and
- (c) Removing all non-required software from the servers, i.e. other than the proprietary software.

32.4.8 The Operator shall review and implement software enhancements and patches on an on-going basis in accordance with the Operator Policies and industry best practice.

32.4.9 The Operator shall ensure that all system and associated applications are patched with the latest hot-fixes, service packs, updates and security definitions. The Operator will regularly test and install all relevant software patches for the systems.

32.4.10 The Operator shall perform penetration testing and vulnerability scans on systems as follows:

- (a) Penetration testing:
 - (i) The Operator shall subject externally-facing systems and access points to external, non-destructive penetration testing regularly throughout the Term. Exceptions shall be dealt with as risks and signed-off by qualified Operator Staff, e.g. the Operator's security officer and the NTA's IT representative; and
 - (ii) The Operator shall resolve all findings arising from penetration testing in accordance with the agreed Operator policy.
- (b) Vulnerability scans:
 - (iii) The Operator shall perform a vulnerability scan every month on all systems; and
 - (iv) The Operator shall resolve all findings arising from the vulnerability scan in accordance with the agreed Operator policy.

32.4.11 The Operator shall at all times, ensure that the transaction data and all personal data are:

- (a) Separate from databases relating to other customers of other transport Operators who share common infrastructure; and
- (b) Fully protected through appropriate access restrictions and all other appropriate technical and organisational measures against unauthorised or unlawful access to, or processing of, and accidental loss or destruction of or damage to transaction data and personal data.

32.4.12 The Operator shall take all reasonable measures to protect the systems from attacks from within and from the Internet in accordance with Good Industry Practice. For traffic from the Internet, firewalls shall be used to filter traffic. Any connection to further Operator internal networks shall also be protected through firewalls.

32.4.13 The Operator shall implement, at a minimum, the following preventative controls for all systems:

- (a) The Operator shall regularly review access by Operator staff to the systems and ensure that only authorised Operator staff with a legitimate reason to access the systems retain the ability to do so (i.e. access shall be on a 'need to know' or least privilege basis);
- (b) The Operator shall regularly review system access and activity logs to identify anomalous behaviour;
- (c) The Operator shall use a standard desktop configuration for all Operator staff and ensure that this environment meets the Good Industry Standards including in respect of patch management, anti-virus or anti-malware management, system hardening and protection; and
- (d) The Operator shall ensure that all access to systems is via a firewall and virtual private network (VPN) to reduce the likelihood of unauthorised external penetration.

32.4.14 The Operator shall propose for approval, implement and operate the following detective controls for the System:

- (a) A security incident response process, with evidence of periodic testing; and
- (b) The Operator shall act promptly, and cooperate with the NTA, to resolve any security incidents, minimise the risk of data loss, preserve data integrity and minimise downtime.

32.4.15 The Operator shall ensure that all business-critical software and documentation used by Operator Staff are:

- (a) Designed and tested in accordance with Good Industry Practice;
- (b) Subject to validation testing on an on-going basis; and
- (c) Backed up on an on-going basis.

32.4.16 The Operator shall ensure that clear and comprehensive procedures for the use of all business-critical software and documentation are developed, approved and subject to ongoing review.

32.5 Infrastructure Resilience

- 32.5.1 The Operator shall ensure that the infrastructure and systems supporting the services under this contract are resilient, and supported by a High Availability and/or Disaster Recovery strategy.
- 32.5.2 The Operator shall test the Disaster Recovery strategy annually and share any key findings with the Authority;
- 32.5.3 The Operator shall review the Disaster Recovery strategy with the Authority on an annual basis, incorporating any key findings and observations from the testing.

32.6 Supplier Security Reviews

32.6.1 The Operator shall develop an assurance rating framework that includes:

- (a) An assurance rating ranging from Substantial to Satisfactory to Limited to Unsatisfactory;
- (b) A number of relevant performance areas such as Effectiveness of security reporting, Risk Management, Security posture and supplier engagement;
- (c) Feedback to the supplier that enables the supplier to understand the concerns and to address the concerns;

32.6.2 The Operator shall review the security of its key suppliers at a frequency specified in the ISMS.

32.6.3 The Operator shall work with their suppliers to continuously drive an improvement in the security posture.

32.7 Security Reporting

32.7.1 The Operator shall provide a quarterly report to the NTA on the security posture of the various systems. The report shall contain the following information (non-exhaustive):

(a) Patching and Vulnerability Status

- i. Number and % of systems scanned for vulnerabilities in line with policy & number of systems not scanned in the past quarter;
- ii. Number of outstanding (Sev 4, 5) vulnerabilities in the following age buckets (0-30 days), (30-90 days), (90-180 days). (180+ days)
- iii. Number and % of systems being patched & number of systems not patched in the past quarter;

(b) Supplier Reviews

- i. Number and % of suppliers reviewed in line with policy & number of suppliers not reviewed in the past quarter;
- ii. Number of suppliers with Limited and Unsatisfactory assurance ratings

(c) User Access Management (UAM) Reviews

- i. Frequency of reviews, % of reviews completed in line with policy.

(d) Penetration Testing

- i. Number and % of systems penetration tested in line with policy & number of systems not penetration tested in over a year;
- ii. Number of exploits discovered per system grouped by risk C/H/M/L
- iii. Number of outstanding (Sev 4, 5) discovered exploits in the following age buckets (0-30 days), (30-90 days), (90-180 days). (180+ days)

(e) Incident Reporting

- i. Details of Critical / High incidents over the course of the prior month, detailing
 - a. Type of Incident
 - b. Level of severity
 - c. System(s) affected
 - d. Length of incident (time reported to time closed)
 - e. Incident impact i.e. data extraction, ransomware, etc.
- ii. Date of last Incident/Breach Response tabletop review and date of next planned review

(f) Upon its implementation, SIEM Reporting

-
- i. Number of alerts (3/4/5 or C/H/M);
 - ii. Number of outstanding (3/4/5 or C/H/M) alerts in the following age buckets (0-30 days), (30-90 days), (90-180 days), (180+ days)
- (g) End of Life Asset Reporting
- i. Number of end of life assets and the systems they support, detailing
 - a. Hardware or software
 - b. Criticality of system
 - c. Type, i.e. Cisco Switch, Windows 7, etc.
 - d. Length of EOL in the following age buckets (0-30 days), (30-90 days), (90-180 days), (180+ days)
- (h) Policy Management
- i. Date of last policy review and date of next planned policy review.

32.7.2 The Operator shall cooperate with the Authority in facilitate a review or audit of any or all parts of the systems.

32.8 Effective Mobilisation Date

32.8.1 The Operator shall agree a plan for the effective mobilisation of the security services as defined in this schedule within the first quarter.

32.8.2 The Operator shall deliver the following within the second Quarter:

- i. The ISMS by the end of the second Quarter of the contract and the second Quarter of each year thereafter;
- ii. The quarterly security reporting pack;
- iii. A copy of the Security Governance and Risk Management process/framework;
- iv. A copy of the risk register;
- v. A copy of the policies that the Operator is working to;

32.8.3 The latest operational date for initial implementation of the network segregation is 9 months after approval of the mobilisation plan. Initial implementation will consist of the network establishment and a plan to move the respective applications into the segregated network.

32.8.4 The latest operational date for full mobilisation is 18 months after approval of the mobilisation plan, except for network segregation, which may extend to up to 24 months after approval of the mobilisation plan.

Schedule 33: Commercial Advertising

33.1 Commercial Advertising

33.1.1 The Operator shall be entitled to place commercial advertising on the Network Buses.

33.1.2 The Authority may set out arrangements for commercial advertising, including

- (a) whether the Authority or the Operator would be responsible for accepting commercial advertising and for its posting on Network Buses;
- (b) whether revenue for commercial advertising would be retained by the Operator, the Authority or shared between the Operator and the Authority;
- (c) locations on the exterior or interior of Network Buses where commercial advertising would be permitted;
- (d) dimensions of any panels required for the posting of commercial advertising on the Network Bus; and
- (e) acceptable content of such commercial advertising.

33.2 Operator advertising and promotional material

33.2.1 If the Operator wishes to post or otherwise advertise its own promotional material on any of the Network Buses it shall seek prior approval from the Authority for the advertising of such material, and the locations and fixtures or panels for the posting of such material.

The Authority shall at its absolute discretion approve, require amendments or reject an Operator proposal for the advertising of its own promotional material.