

## **DIRECT AWARD PUBLIC SERVICE CONTRACT**

imposing public service obligations to secure the  
provision of rail passenger services in Ireland

# **Schedules**

Version 3.0

Execution Version

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## **Schedule 1:     Network Description**

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

- 1.1.1 The railway routes listed in Schedule 2: Service Specification ("Routes") form the Network.
- 1.1.2 The Routes, Services on each Route and intermediate station calling points ("Stations") for each service are set out in Annex A to Schedule 2.
- 1.1.3 Passenger Trains are Trains used by Iarnród Éireann ("Irish Rail") in the provision of the Services. The Passenger Trains allocated to each service are specified in Annex A to Schedule 2.
- 1.1.4 Irish Rail in its capacity as Infrastructure Manager is responsible for the provision and management of Railway Infrastructure required for the provision of the Services.
- 1.1.5 Irish Rail is responsible for the maintenance of all Railway Undertaking Assets used for the provision of the Services.
- 1.1.6 Irish Rail is responsible for the provision of customer information at all Stations and on board all Trains used by the Services, unless otherwise agreed with the Authority or notified by the Authority.
- 1.1.7 The Stations shall be furnished with passenger facilities, including those specified in Schedule 2: Annex D: Station Specifications.
- 1.1.8 The Routes are served by a variety of train types, and the train types are specified in Schedule 2: Annex C: Passenger Train Specifications.
- 1.1.9 Rail tickets are sold at Stations and on board certain Trains where ticket issuing facilities are not available at the boarding station. Certain tickets are also available for purchase on-line. Details in relation to ticket sales, ticket use and ticket revenue collection are set out in Schedule 8: Ticketing and Fares Collection.
- 1.1.10 It is the responsibility of Irish Rail to provide, operate and maintain as appropriate, all Network Assets, as set out in Schedule 2: Service Specification and Schedule 11: Operation and Maintenance of Railway Undertaking Assets.
- 1.1.11 The Network has a central control room currently located at Connolly Station. It is the responsibility of Irish Rail to maintain the central control room and all systems associated with it. The following are the main electronic control and communications systems used for operations:
  - (a) Closed circuit television (CCTV) monitoring and recording;
  - (b) public address system;
  - (c) platform information display;s
  - (d) CTC signalling to cover mainline and commuter services
  - (e) SCADA control of electrified areas
  - (f) train radio communication system
  - (g) Train Operating Performance System (TOPS)

- 1.1.12 Irish Rail shall submit an Operational Supervision and Control Strategy Plan as part of its Operating Plan referred to in Schedule 4: Operating 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 service Performance Standards;
  - (b) manage the Services during periods of traffic congestion, disruptions to the Services, including Service Interruptions; and
  - (c) manage customer information, particularly at times of disruption or Service Interruptions.
- 1.1.13 It is the responsibility of Irish Rail to provide, operate and maintain all rail depot and stabling facilities and all facilities required for staff.

## **Schedule 2:      Service Specification**

## **2.1 Route specifications**

- 2.1.1 The Routes, Departure Times, and Originating Station, Terminating Station and intermediate Stations served by each Route, are set out in Annex A to this Schedule 2.
- 2.1.2 The Train types allocated to each service by Departure Time are set out in Annex A to this Schedule 2.
- 2.1.3 The specifications for each Train type are set out in Annex C to this Schedule 2
- 2.1.4 The specifications for the Stations served by the Routes are set out in Annex D to this Schedule 2.

## **2.2 Departure Times specifications**

- 2.2.1 Irish Rail shall ensure that the services on each Route depart from each Station at the Departure Times specified in Annex B to this Schedule 2.
- 2.2.2 Irish Rail shall ensure that the specific services identified in Annex A to this Schedule 2 do not depart from the Stations indicated until any specified incoming connection has arrived, and transferring passengers have had adequate time to transfer services, subject to the proviso that no departure from a guaranteed connection point shall be delayed for more than 15 minutes.

## **2.3 Timetable specifications**

- 2.3.1 Irish Rail 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
- 2.3.2 Irish Rail shall ensure that all Trains operating on a Route stop to permit passenger boarding and alighting at each Station listed in Annex A to this Schedule 2.
- 2.3.3 Irish Rail shall provide Timetables in a format that may be specified by the Authority from time to time. The Timetables shall show, for each service, the scheduled Departure Time from the Originating Station, scheduled Departure Times from each intermediate Station, and scheduled arrival time at the Terminating Station. Scheduled arrival times at intermediate Stations shall also be shown if the dwell time at such station is greater than one minute.
- 2.3.4 The Timetables shall be reviewed by the Authority and subject to approval they shall be included in Annex B to this Schedule 2. The Timetables approved by the Authority shall be included in Annex B to this Schedule 2.
- 2.3.5 Irish Rail shall operate train services in accordance with the Timetables in Annex B to this Schedule 2 throughout the Contract Period.

## **2.4 Passenger Train specifications**

- 2.4.1 There are general Passenger Train specifications, which apply to the entire Passenger Train fleet. These include:
- (a) display notices as required by Authority from time to time, including, without prejudice to the generality of the foregoing, information regarding the conditions of carriage and conduct of passengers and a notice indicating that the train is operated under contract to the National Transport Authority, to a design and at location inside the Train to be agreed with the National Transport Authority, at all times that the train is operating the Services;
  - (b) be equipped with CCTV equipment that satisfies the requirements in Schedule 11: Operation and Maintenance of Railway Undertaking Assets;
  - (c) be equipped with Wi-Fi equipment that satisfies the requirements in Schedule 11: Operation and Maintenance of Railway Undertaking Assets; and
  - (d) be liveried to the Authority's requirements, including Transport for Ireland branding with the required dimensions and colours at locations required by the Authority;
- 2.4.2 Annex C of this Schedule 2 sets out the service-specific Train specifications. These include:
- (a) Train type;
  - (b) number of seated and standing spaces per Train Car;
  - (c) destination displays on exterior of Train;
  - (d) facilities for wheelchair users, including access arrangements;
  - (e) provision of luggage space and space for buggies;
  - (f) provision of audio announcements including announcements for next station in the Irish and English languages;
  - (g) provision of electronic displays, including display of next station in Irish and English languages;
  - (h) provision of toilets;
  - (i) provision of catering facilities; and
  - (j) Route specific information notices or maps

## **2.5 Operation of Passenger Trains**

- 2.5.1 Irish Rail shall ensure that Trains operating on a Route meet the Train specifications for that Route and Departure Time set out in Annex A and Annex C of this Schedule 2.
- 2.5.2 Irish Rail shall not operate or permit the operation of the Trains or use the associated equipment, on any services, other than the Services specified in this Agreement, without the prior agreement of the Authority.
- 2.5.3 For the avoidance of doubt, Irish Rail shall be permitted to use the Passenger Trains for training purposes.

## **2.6 Station specifications**

- 2.6.1 Annex D of this Schedule 2 sets out certain minimum specifications for facilities at Stations served by Routes in the Agreement. Irish Rail shall ensure that Station facilities meet these minimum specifications throughout the Contract Period.

## **2.7 Timetable alterations and Variations to Services**

- 2.7.1 Irish Rail 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, variations to the following specifications:
- (a) Timetables
  - (b) Routes
  - (c) Trains
  - (d) Stations
  - (e) Service frequencies
  - (f) Hours of operation
- 2.7.2 Any changes of the type set out in 2.7.1 (b) to 2.7.1 (f) constitute Variations. The mechanism for Variations is set out in Schedule 23. Where an alteration to a Timetable would imply a change to the service specification set out in Annex A of this Schedule 2, then that also constitutes a Variation.
- 2.7.3 Either party shall submit proposals for alterations to a Timetable to the other Party, using the form set out in Annex 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.
- 2.7.4 Irish Rail may undertake a public consultation in advance of submission of a proposed alteration to a Timetable or other service Variation to the Authority, or the Authority may require Irish Rail to undertake a public consultation in advance of a decision on any proposed Timetable alteration or service Variation. In each case following the public consultation, Irish Rail shall submit a full report on the results of the consultation with recommendations, including any recommended changes to proposed Timetable alterations or service Variations that may have arisen as a result of the public consultation.
- 2.7.5 The Authority may approve or reject any proposed Timetable alteration or service Variation within 15 Business Days of receipt of proposals from the Operator.
- 2.7.6 In the event that the Authority approves alterations to the Timetable or other service Variation, by a minimum of 40 Business Days in advance of Timetable implementation or exceptionally a shorter time period where agreed with the Authority, Irish Rail shall provide the Authority with:
- (a) the new Timetable in the format specified by the Authority for inclusion in Annex B of Schedule 2;
  - (b) Timetable data in the format specified in Annex B and Annex D of Schedule 14: Customer Information;
  - (c) a text version of the new Timetable and the reasons for the alterations, and anticipated duration of alterations, referencing any relevant approved Variations to Service Specification, using the pro-forma included in Annex C to Schedule 14: Customer Information; and



- (d) where relevant, an updated version of the Service Specification spreadsheet contained in Annex A to this Schedule 2, clearly highlighting where changes have been made.

## **Annex A: Route, Departure Time and Train Type specifications**

Refer to the following Sharepoint website:

<https://ntashare.nationaltransport.ie/external/Irish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029/ layouts/15/start.aspx#/Shared%20Documents/Forms/AllItems.aspx?RootFolder=%2Fexternal%2FIrish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029%2FShared%20Documents%2FExecution%2FSchedules%2FSchedule%20Annexes%2FSchedule%202%20Annexes%2FAnnex%20A%20%2D%20Route%2C%20Departure%20Time%20and%20Train%20Type%20Specifications&FolderCTID=0x012000FD925BF550D2324C8D3BEA77F00761AB&View=%7B70DBE8DE%2D2ADC%2D4B8C%2DBA1B%2DDCE4D76388D1%7D> appended to this Agreement.

## Annex B: Approved Timetables

Refer to the following Sharepoint site

<https://ntashare.nationaltransport.ie/external/Irish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029/ layouts/15/start.aspx#/Shared%20Documents/Forms/AllItems.aspx?RootFolder=%2Fexternal%2FIrish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029%2FShared%20Documents%2FExecution%2FSchedules%2FSchedule%20Annexes%2FSchedule%202%20Annexes%2FAnnex%20B%20%2D%20Approved%20Timetables&FolderCTID=0x012000FD925BF550D2324C8D3BEA77F00761AB&View=%7B70DBE8DE%2D2ADC%2D4B8C%2DBA1B%2DDCE4D76388D1%7D> appended to this Agreement

## **Annex C: Passenger Train Specifications**

Refer to the following Sharepoint site

<https://ntashare.nationaltransport.ie/external/Irish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029/Shared%20Documents/Forms/AllItems.aspx?RootFolder=%2Fexternal%2FIrish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029%2FShared%20Documents%2FExecution%2FSchedules%2FSchedule%20Annexes%2FSchedule%202%20Annexes%2FAnnex%20C%20%2D%20Passenger%20Train%20Specifications&FolderCTID=0x012000FD925BF550D2324C8D3BEA77F00761AB&View=%7B70DBE8DE%2D2ADC%2D4B8C%2DBA1B%2DDCE4D76388D1%7D> appended to this Agreement

## **Annex D: Station Specifications**

Refer to the following Sharepoint site

<https://ntashare.nationaltransport.ie/external/Irish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029/Shared%20Documents/Forms/AllItems.aspx?RootFolder=%2Fexternal%2FIrish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029%2FShared%20Documents%2FExecution%2FSchedules%2FSchedule%20Annexes%2FSchedule%202%20Annexes%2FAnnex%20D%20%2D%20Station%20Specifications&FolderCTID=0x012000FD925BF550D2324C8D3BEA77F00761AB&View=%7B70DBE8DE%2D2ADC%2D4B8C%2DBA1B%2DDCE4D76388D1%7D> appended to this Agreement

**Annex E: Timetable Alteration Request Proforma**

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

**Schedule 3: NOT USED**

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



#### **4.1 Operating Plan**

- 4.1.1 Within 60 Business Days following the Commencement Date, Irish Rail shall submit a draft Operating Plan for the Contract Period, for Authority approval.
- 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 with other public transport operators, particularly at shared locations and interchange points;
  - (c) manage the interface between train operations and areas of local authority responsibility such as at-grade railway crossings; and
  - (d) recover rail operations in the event of incidents, accidents, service disruptions and technical failures
- 4.1.3 Irish Rail shall implement the Operating Plan throughout the Contract Period. The Authority may require or Parties may agree amendments to the Operating Plan from time to time.
- 4.1.4 The Operating Plan shall be referenced in the Irish Rail's Safety Management System.
- 4.1.5 The Operating Plan shall detail the procedures necessary to liaise with all third parties relevant to the safe operation of the Network.
- 4.1.6 Irish Rail shall keep under review, maintain and update the Operating Plan and shall provide to the Authority, no later than 4 weeks prior to the Expiry Date, an electronic copy of the updated Operating Plan to be in force on the Expiry Date.
- 4.1.7 The Operating Plan shall include, as a minimum:
- (a) Irish Rail's organisation structure, setting out key responsibilities in relation to the Agreement, requirements to include staff numbers allocated to each functional area;
  - (b) details of Irish Rail management systems including Performance Monitoring System, and any other systems and plans required by the Agreement;
  - (c) details of Irish Rail procedures for the recruitment and training of staff;
  - (d) details of Irish Rail's methodology and procedures for the preparation of those Reports listed in Schedule 18, to include at a minimum the following:
    - i. proposed data sources and methodology for the preparation of results;
    - ii. a description of all ticket types currently in operation; and the methodology proposed for calculating associated passenger journeys to include DSP ticket journeys;
    - iii. a description of any cost allocation procedures proposed under each of the relevant items in the spreadsheet contained in Annex E: 'Quarterly Cost Report' to Schedule 18;
  - (e) a description of any revenue allocation procedures proposed under each of the relevant item in the spreadsheet contained Annex B: 'Period Passenger, Revenue and Ticketing Report' to Schedule 18;

- (f) details of liaison procedures with the Authority;
- (g) details of liaison procedures with other public transport operators, Transport Infrastructure Ireland, Commission for Rail Regulation, Rail Accident Investigation Unit, Local Authorities and the Gardaí;
- (h) details of Irish Rail's procurement arrangements in relation to any contracts required to support the provision of the Services, including contract durations;
- (i) Ticket designs, which shall include the "Transport for Ireland" logo;
- (j) Passengers' Charter;
- (k) Customer Service Policy as set out in Schedule 13;
- (l) Annual Customer Information Plan for 2020, as set out in Schedule 14; and
- (m) Annual Marketing, Communications and Public Relations Plan for 2020 as set out in Schedule 15;
- (n) a detailed programme setting out the timetable by which the Operator shall implement the different work streams and timelines required in connection with the Operating Plan; and
- (o) a detailed programme setting out the tasks the Operator shall undertake to meet the implementation dates for each item set out in Schedule 24.
- (p) a Cost Efficiency Plan setting out how Irish Rail will achieve cost efficiencies over the Contract Period by either
  - a. Providing the same service level 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
- (q) an Operational Supervision and Control Strategy Plan as set out in paragraph 1.1.12 of Schedule 1.
- (r) an Emergency Management Plan as set out in Schedule 6;
- (s) a Security Management Plan as set out in Schedule 12;
- (t) an Environmental Management System and associated Environmental Management Plan as set out in Schedule 7;
- (u) a Quality Management System and Quality Plan as set out in Schedule 16;
- (v) a Severe Weather Management Plan, which:
  - a. Sets out Irish Rail's pre-determined actions to providing a response to severe weather events occurring on the Network.
  - b. Training approach for all personnel designated to carry out specific responsibilities under the Severe Weather Management Plan to ensure they know and understand the policies and procedures outlined in the Severe Weather Management Plan.

- c. focuses on actions to be taken by Irish Rail 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.
  - d. takes 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.
  - e. that shall apply to the following weather events as a minimum:
    - Flooding
    - Frost/Ice
    - Heavy Snow & Freeze/Thaw
    - Severe Winds
    - Fog
    - Thunderstorms
    - Heat waves
- (w) 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, 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 and not having a valid ticket; and
  - e. measures for maximising the number of Fixed Penalty Notice paid.

## **4.2 Approval of Operating Plan**

- 4.2.1 The Authority shall review the draft Operating Plan and shall provide comments (if any) to Irish Rail within 20 Business Days of receipt of the drafts.
- 4.2.2 Irish Rail 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.
- 4.2.3 The Authority shall not unreasonably withhold or delay its approval of the Operating Plan.
- 4.2.4 Once approved, any subsequent changes to the Operating Plan should only be made following consultation with, and approval of, the Authority.

**4.3 Implementation phase**

- 4.3.1 Irish Rail shall establish a programme management structure to ensure the implementation dates set out in Schedule 24 are met. Irish Rail shall submit reports on progress of implementation against programme to the Authority in advance of each Period Meeting with the Authority.
- 4.3.2 Should it appear to the Authority or Irish Rail at any time that the actual or likely progress of the programme is unlikely to result in achievement of the implementation dates for any of the items set out in Schedule 24, then, within 10 Business Days of being so required by the Authority or (if earlier) becoming aware of the same, Irish Rail shall submit to the Authority:
- (a) a report identifying the reasons for such non-conformity; and
  - (b) a revised programme for the approval of the Authority, which shall include the revised dates by which the relevant items will to be implemented, and the means by which the revised implementation date will be met.

## **Schedule 5: Operations Management**

## **5.1 General Requirements**

- 5.1.1 Irish Rail shall operate and manage the maintenance of the Network Assets in accordance with the Agreement.
- 5.1.2 Irish Rail shall ensure that all required information is collected, analysed, supplied to the Authority and retained in accordance with the Agreement.
- 5.1.3 Irish Rail shall maintain a database to record incidents related to the Services as they arise. Irish Rail's Database shall be used to record all incidents relevant to train operations, including the causes of delays, disruptions and other significant events even where these have no effect on operations. Irish Rail shall analyse such records and take appropriate improvement action (such as changes to work practices, documentation changes, briefing, training, changes to competence assessment methods and standards) where it is identified as necessary or beneficial.
- 5.1.4 Where improvement action referred to in paragraph 5.1.3 above requires a change to the Operating Plan referred to in Schedule 4, or if Irish Rail considers that the Operating Plan requires updating for any other reason, Irish Rail shall revise the Operating Plan as appropriate, highlighting the areas where changes are proposed, and submit it to the Authority for approval.
- 5.1.5 Irish Rail shall co-operate with An Garda Síochána, all Fire Brigades and Fire Services and the Relevant Authorities where necessary.
- 5.1.6 Irish Rail shall ensure that the central control room is manned at all times when Services are operating and when Passenger Trains are positioning in advance of, or after, operating Services.

## **5.2 Training**

- 5.2.1 Irish Rail shall act in accordance with Good Industry Practice in relation to the training of staff and relevant personnel, throughout the Contract Period.
- 5.2.2 At all times Irish Rail shall ensure that the Services are performed with appropriately qualified and trained personnel.
- 5.2.3 Irish Rail shall implement, prepare and maintain documentation describing the duties and responsibilities of staff in normal service and such exceptional circumstances as may be appropriate.
- 5.2.4 Irish Rail shall train employees and relevant Sub-Contractors in their duties and responsibilities with particular emphasis on customer service and accessibility awareness, perform competence assessments for all safety critical tasks, maintain records of current competence, provide refresher training and re-assessment as required, and not allow staff who are not competent and (where appropriate) have not passed the relevant assessment to carry out such work unsupervised.
- 5.2.5 Irish Rail shall ensure that customer facing staff receive the training specified for their role, as set out in Schedule 13: Customer Care, as a minimum.

### **5.3 Utility Supplies**

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

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

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

### **5.5 Action during Service Interruptions**

- 5.5.1 In the event of a Service Interruption, the Operator shall take all reasonable and practicable steps to maintain Services either side of the affected section of the Network. The Operator shall also take measures to mitigate the effect of the Service Interruption on passengers. The measures that the Operator is required to take depend on the nature and duration of the Service Interruption and the part of the System affected by the Service Interruption.
- 5.5.2 For some Services Interruptions, the Operator shall be required to secure the provision of substitute bus services for each Trip or part of a Trip affected by the Service Interruption ("Replacement Services") provided that the substitute bus services comply with the provisions of paragraph 5.5.10.
- 5.5.3 For other Services Interruptions, the Operator shall be required to activate the acceptance of Irish Rail tickets on Luas services and/or PSO bus services, including Bus Éireann, Dublin Bus and Go Ahead services ("Bus / Luas Activation").
- 5.5.4 The circumstances in which the Operator is required to provide Replacement Services are as follows:
- (a) Planned Services Interruptions; and
  - (b) Unplanned Services Interruption of more than two hours duration.
- 5.5.5 In the case of unplanned Services Interruptions of any duration in areas where PSO bus services or Luas services could feasibly provide an alternative means of travel for affected customers, the Operator shall notify the Authority and the operator(s) of the service(s) in question of
- (c) a Bus / Luas Activation; and
  - (d) de-activation, once the Services Interruption is over or suitable Replacement Services have come into operation.
- 5.5.6 No Lost Train Car Kilometres Deduction or Punctuality Performance Payments shall apply in respect of any Trips affected by a Planned Services Interruption.
- 5.5.7 Lost Train Car Kilometres Deductions and Punctuality Performance Payments may apply in respect of any Trips affected by an unplanned Services Interruption.

- 5.5.8 In certain circumstances, a Services Interruption may take place and it may be impossible for the Operator to provide a Bus Activation or Replacement Service because scheduled bus or Luas services are not running, or because buses for a Replacement Service are not available to hire, in each case due to the following reasons:
- (a) industrial action by the staff of operator operating the scheduled bus or Luas services, or by the staff of the company who normally provides the Replacement Service;
  - (b) extreme weather conditions preventing buses or Luas from operating;
  - (c) widespread traffic disruption and disruption to scheduled bus services due to a large Public Event, such that it is impossible for buses to operate; or
  - (d) Services Interruption takes place outside the normal operating hours of the scheduled services (applies to Bus / Luas Activations only).
- 5.5.9 In the circumstances described in paragraph 5.5.8, the Operator shall take all reasonable and practical steps to provide a Bus / Luas Activation or Replacement Service. Provided that the Operator demonstrates to the Authority's reasonable satisfaction that it has taken such steps, then Punctuality Performance Payments shall not apply. Lost Train Car Kilometre Deductions shall apply for the affected Trips.
- 5.5.10 Replacement Services provided by the Operator must comply with the following requirements:
- (a) any buses used for the Replacement Service for DART and Commuter Services must be low-floor wheelchair-accessible buses. In circumstances for other Services where Replacement Services are not wheelchair accessible, the Operator shall provide alternative wheelchair accessible arrangements where required;
  - (b) the Replacement Services must have the same frequency or better than the Trips which it replaces;
  - (c) provide adequate passenger and luggage capacity;
  - (d) the Replacement Services must stop and permit passengers to board and alight at or as close as practicable to each Station on the Trip which it replaces;
  - (e) the Replacement Service must only carry passengers holding valid tickets for the Trip it replaces, and only permit them to board and alight at or as close as practicable to each Station on the Trip which it replaces;
  - (f) the Replacement Service must comply with all applicable Legal Requirements (including as to accessibility) and Consents to Operate; and
- 5.5.11 to the extent the Replacement Service is arranged between the Operator and the bus operator, the Operator must take all reasonable steps consistent with Good Industry Practice to ensure that a bus operator from which the Operator hires buses for the purpose of providing Replacement Bus Services does not withdraw buses from service on any scheduled bus service that such bus operator operates under contract to the Authority.
- 5.5.12 The Operator shall:
- (a) subject to paragraph 5.5.13, procure Replacement Services when required in accordance with paragraph 5.5.4 and be responsible for the payment to bus operators; and



- (b) invoice the Authority for the cost of provision of Replacement Services required for unplanned Services Interruptions. For the avoidance of doubt, the Operator shall bear the cost of provision of Replacement Services for planned Services Interruptions and for unplanned Service Interruptions where non-deductible Lost Train Car Kilometres apply.
- 5.5.13 The Authority reserves the right to procure Replacement Services instead of the Operator, should it deem this to be appropriate.
- 5.5.14 The Authority shall notify the Operator from time to time of the protocol to be followed by the Operator in requesting Bus / Luas Activations from the operators of Luas and bus services. The Operator shall inform the Authority each time a Bus / Luas Activation takes place, the section of the Network affected, the duration of the Services Interruption and of the Activation and the operators contacted in relation to the Bus / Luas Activation.
- 5.5.15 By 1<sup>st</sup> November of each Contract Year Irish Rail shall submit to the Authority a schedule of Planned Services Interruptions for the following Contract Year that it deems necessary to enable infrastructure maintenance or enhancement activities to be carried out. For each planned interruption, it shall indicate the remedial action proposed to cater for displaced passengers during each period of interruption (for example rail replacement bus services). The Authority shall review the Planned Service Interruption schedule and submit its comments to Irish Rail within 15 Business Days of receipt of the schedule, and Irish Rail shall take the comments of the Authority into account in advance of issuing the final Planned Services Interruption Schedule.
- 5.5.16 At least 30 Business Days in advance of a Planned Services Interruption, Irish Rail shall obtain the Authority's approval for any Variations to Service Specification and/or Passenger Train Specification that it intends to operate during the period of Planned Services Interruption, including the proposed route, schedule, and vehicle specification of rail replacement bus services where appropriate.
- 5.5.17 Unless otherwise agreed with the Authority, Irish Rail shall give at least 10 Business Days notice to passengers of changes to Services arising from a Planned Service Interruption, including timetables and other customer information in relation to replacement bus services where provided. The notice shall be provided at all Stations affected, unless otherwise agreed in advance with the Authority, and on the Operator's Website and Apps. In addition, notices shall be provided via Twitter alerts, on-board announcements and Real Time Passenger Information signs as required (see Schedule 14). Irish Rail shall provide text of the planned notification to the Authority's Head of Travel Information Services or their nominee at least two business days in advance of issue of notice to passengers to enable the Authority to publish the information on Transport for Ireland apps and website as required.
- 5.5.18 The Operator shall use all reasonable endeavours to give notice to passengers in the event of unplanned Service Interruptions, including website and Twitter alerts, on-board announcements, notices via Real Time Passenger Information signs (see Schedule 14) and (where feasible in the case of unplanned Service Disruptions lasting longer than five hours) at key Stations affected where Real Time Passenger Information Signs are not operational. Irish Rail shall provide text of the notification to the Authority's Head of Travel Information Services or their nominee as soon as soon as reasonably practical to enable the Authority to publish the information on Transport for Ireland apps and website as required. Once the unplanned Service Interruption has ended, Irish Rail should notify parties via the same media, that services are again operating as normal.
- 5.5.19 In the event that the period of unplanned Service Interruption is likely to exceed two weeks, Irish Rail shall provide the Authority with a revised Timetable to cover the Period of Service

Interruption, , including timetables and other customer information in relation to replacement bus services where provided, in accordance with the requirements of Annex B to Schedule 14: Customer Information.

5.5.20 Except in respect of approved Variations to Service Specification and/or Passenger Train Specification associated with a Planned Service Interruption, Irish Rail shall not be entitled to additional payment under the Agreement.

5.5.21 The Operator shall use reasonable endeavours to mitigate any loss of Fares Revenue arising as a consequence of any Services Interruption.

## **5.6 Additional Passenger Services**

5.6.1 The Operator may from time to time, prepare and submit to Authority in writing proposals for Services which it proposes to introduce as additions to the Services ("Additional Passenger Services"). Such Additional Passenger Services proposals shall clearly be labelled as an "Additional Passenger Services Proposal" and shall include details of the following:

- (a) the reason why the Operator believes that Additional Passenger Services are required;
- (b) the cost of the Additional Passenger Services in accordance with the rates set out in Schedule 20.

5.6.2 The Operator shall provide the Authority with such further information and within such timescale as the Authority may reasonably require in relation to any Additional Passenger Services proposal. Authority shall decide in its absolute discretion within such timescale as is in all the circumstances reasonable, whether to implement any Additional Passenger Services proposal and shall notify the Operator in writing of its decision in relation thereto. The Authority may also require the Operator to prepare and submit to the Authority in writing proposals for Additional Passenger Services that the Authority believes may be required from time to time, to meet expected increased demand due to large Public Events. The agreed costs for the Additional Passenger Services shall be included as a Variation for the Reporting Period in which the Additional Passenger Services are provided.

## **5.7 Public Events**

5.7.1 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, concerts, large events, outdoor public gatherings and festivals or other events. The first such schedule shall be submitted as part of the draft Operating Plan. The current schedule shall be supplied to the Authority as part of each Period Train Services Report.

5.7.2 The Authority may request the Operator to provide its reasonable assessment in respect of the likely impact of a Public Event on the Operator's performance of the Services, and the Authority may require the Operator to submit proposals in relation to additional services associated with the Public Event for Authority approval in accordance with Schedule 23: Variations.

5.7.3 The Operator shall use reasonable endeavours to mitigate any loss of Fares Revenue arising as a consequence of any Public Event.

- 5.7.4 Except in respect of additional services approved in accordance with Schedule 23: Variations, Irish Rail shall not be entitled to any additional payment under the Agreement in relation to a Public Event.

**5.8 Third Party Liaison**

- 5.8.1 Irish Rail shall manage liaison with:

- (a) emergency services;
- (b) Commission for Rail Regulation;
- (c) DTTAS Rail Accident Investigation Unit;
- (d) Transport Infrastructure Ireland or local authority;
- (e) local and national media;
- (f) other bodies as may be necessary

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

- 5.8.2 Irish Rail shall liaise and co-operate with any Relevant Authority as required from time to time.

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

## **6.2 Safety Planning**

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

## **6.3 Safety Management**

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

## **6.4 Legal Requirements**

- 6.4.1 Irish Rail 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 Irish Rail's cost, the Operator shall comply and shall procure that Sub-Contractors shall comply with the requirements of all relevant Relevant Authorities

## **6.5 Construction Regulations**

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

## **6.6 Response to Emergencies**

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

## **6.7 Reporting of Incidents**

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

## **Schedule 7: Environmental Management**

## **7.1 Environmental Management System**

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

## **7.2 Environmental Management Plan (EMP)**

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

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

## **7.3 Responsibility for environmental management**

- 7.3.1 Irish Rail shall designate a member of staff with responsibility for environmental management who shall:

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



- (i) communicate environmental requirements to all personnel.

#### **7.4 Environmental complaints**

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

#### **7.5 Environmental incidents**

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

#### **7.6 Air Pollution**

- 7.6.1 Irish Rail shall at all times minimise local air pollution related to the Network and Network Assets (including at Depots) and apply best practice air pollution management measures. Train engines should be turned off at rail stations when train is not in service. Train engines should be turned off at depots except where required to be on for maintenance purposes.

- 7.6.2 Irish Rail shall ensure that monitoring is carried out at locations where complaints pertaining to air pollution have arisen. Irish Rail shall undertake any additional air pollution monitoring as required by the Authority.

## **7.7 Noise and Vibration**

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

## **7.8 Water Pollution**

- 7.8.1 Irish Rail shall ensure that the provision of the Services does not adversely impact on water quality.
- 7.8.2 Irish Rail 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.
- 7.8.3 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.

## **7.9 Waste disposal**

- 7.9.1 Irish Rail shall prepare a Waste Management Plan (WMP) as part of its EMP.
- 7.9.2 Irish Rail shall take whatever measures it deems necessary to comply with Legal Requirements whilst taking all practicable and commercially viable approaches to minimising waste, including in its management of contractors.
- 7.9.3 Irish Rail shall actively discourage fly-tipping at depot sites or other facilities used by the Operator in connection with the provision of Services.

## **7.10 Sustainability and energy**

- 7.10.1 Irish Rail 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.
- 7.10.2 Irish Rail shall submit quarterly reports on energy consumption, including greenhouse gas emissions, associated with the provision of the Services as part of the reporting requirements set out in Schedule 18, to the Authority. Each report shall set out average greenhouse gas emissions per passenger carried on each Route in that Quarter.
- 7.10.3 The quarterly report shall include a graph showing actual and forecast trends in greenhouse gas emissions over the Contract Period, and a summary of initiatives underway to reduce greenhouse gas emissions associated with the provision of the Services over the lifetime of the Contract.

**7.11 Irish Rail's Environmental Liabilities**

- 7.11.1 Irish Rail shall take and complete promptly whatever action is required to prevent mitigate or remedy any Environmental Damage in relation to the Network and/or the performance of the Services.

## **Schedule 8:      Ticketing and Fares Collection**

## 8.1 Ticketing Arrangements

- 8.1.1 The Operator shall procure, make available, charge for and accept tickets of such types, design, fare zone or fare stage validity, time period validity and service validity (including joint tickets with other public transport operators) and fare levels and subject to operational arrangements as may be notified by the Authority to the Operator from time to time.
- 8.1.2 The Operator shall accept the items set out in Annex A 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 or derivations of the above 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 In cases where the Operator procures a rail replacement bus service for the use of rail passengers during periods of service disruption in accordance with Schedule 2, the Operator shall ensure that the operator of the replacement bus service accepts the items set out in 8.1.2 and 8.1.3 as valid means of travel on the replacement bus service.
- 8.1.6 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.

- 8.1.7 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.
- 8.1.8 The Operator shall provide such assistance to the Authority in establishing the design of tickets to be used on the Network as the Authority may reasonably request.
- 8.1.9 The Operator shall ensure that tickets issued by the Operator comply with Authority design requirements. The Operator shall submit the ticket design, which shall incorporate the "Transport for Ireland" logo for approval by the Authority as within 20 Business Days of the Commencement Date.
- 8.1.10 The Operator shall not make any changes to the approved ticket design without the agreement of the Authority.
- 8.1.11 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
- 8.1.12 The Operator shall support and facilitate the use and availability of Tax Saver tickets for the Services and where required shall administer the sale of Tax saver tickets for the Services. Where required, the Operator shall fulfil all orders placed by employers, collect payment from employers, and dispatch tickets to employers upon receipt of payment. Such tickets may be in the form of paper tickets or electronic tickets via Leap. The Operator shall cooperate with any system designed by the Authority for the management and delivery of Tax saver tickets.
- 8.1.13 The Operator shall submit to the Authority for approval its existing and proposed arrangements for sharing revenue from the sale of joint tickets between the Services and other public transport operators in advance of implementation of the proposed arrangements. The Authority may require amendments to the proposed revenue sharing arrangements in advance of approval.
- 8.1.14 The Operator shall maintain records of ticketing data and Fares Revenue and provide reports to the Authority at the frequency and with the level of detail required by the Authority. Such reports shall include the Period Passenger, Revenue and Ticketing Report and supporting information as set out in Annex B to Schedule 18: Records and Reporting Requirements.
- 8.1.15 In the event that a customer purchases a ticket and is then unable to make their journey due to a Service Interruption, the Operator shall refund the cost of the journey to the customer, provided it receives a request from the customer to do so, and subject to the customer providing satisfactory evidence that they were unable to complete their journey by an alternative Passenger Train or other public transport operator due to the Service Interruption without incurring additional ticket purchase..
- 8.1.16 In the event that a customer tags on with their Leap Card, and is then unable to make their journey due to a Service Interruption, the Operator shall reverse the cost of the Leap Card tag-on to the customer, provided the customer tags-off with 30 minutes of tagging-on. Otherwise, and subject to the customer providing satisfactory evidence that they were unable to complete their journey by an alternative Passenger Train or other public transport operator due to the Service Interruption without incurring additional ticket purchase or Leap Card tag on costs the customer should be directed to Leapcard.ie for a refund.

## **8.2 Revenue Collection**

- 8.2.1 The Operator shall manage cash collections from Ticket Officers, Ticket Offices, Ticket Vending Machines (TVM) Machines and other locations as may be necessary to enable the Operator to meet its obligations under the Agreement.
- 8.2.2 The Operator shall be compliant with current Payment Card Industry (PCI) Data Security Standard (DSS) and shall update compliance to any new version/standard as agreed with the Authority.

## **8.3 Cash Fare Payments**

- 8.3.1 The Operator shall ensure that Ticket Officers and TVMs and Automatic Ticket Gates (ATGs) charge the correct fare for the journey where destination is stated by the customer in accordance with the fares set out any Fares determination 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 authorised Ticket Officers or TVMs accept cash fare payments.
- 8.3.2 In the event that a customer tenders cash payment in excess of the cash fare amount, Ticket Officers or TVMs shall provide change to the customer.

## **8.4 Leap Card Transactions**

- 8.4.1 Where ATGs/Pole Validators are available at stations, the Operator at the request of the Authority shall make available a facility where customers can present a Leap Card to the ATG/Pole Validator at originating station within the Short Hop Zone and a maximum relevant journey fare shall be deducted from the card, and subsequently on existing at destination station the customer can present a Leap Card to the ATG/Pole Validator and receive a refund onto the Leap Card of the balance between the fare due for the journey and the maximum fare charged at the originating station.
- 8.4.2 The Operator shall ensure and facilitate the following:
  - a) Ticket Officers, ATGs and TVMs allow Leap Cards that have the travel credit facility to use a deposit for payment of a fare, even if that fare exceeds the available travel credit on the Leap Card, provided that the Leap Card has a minimum positive balance of €0.01 and provided that the fare payable does not exceed €5.00;
  - b) Customers may present a Leap Card that contains both an invalid (e.g. expired) as well as a valid pre-loaded ticket product and shall be permitted travel on the relevant valid journey.;
  - c) Customers may present a personalised Leap Card with a pre-loaded period pass to the ATG or Ticket Officer.
- 8.4.3 In the event that the ticketing equipment reports an error or unsuccessful validation or cannot read the Leap Card, a Ticket Officer shall refuse travel unless the customer pays via another means (e.g. cash).
- 8.4.4 Customers with any complaints or having difficulties with their Leap Cards that cannot be satisfactorily addressed by Irish Rail staff shall be advised to contact the Leap Card call centre, the telephone number of which is on the back of all Leap Cards.

## **8.5 Arrangements when Ticketing Equipment is inoperable**

- 8.5.1 In the event that any ticketing equipment becomes inoperable, the Operator shall immediately (or as soon as is reasonably possible) record the time of failure and upon repair or rectification of the issue, record the time that the ticketing equipment became operable again.
- 8.5.2 In the event that all TVMs at a station are inoperable and the Ticket Office (where present) is closed and no Ticket Officer is present at the originating station, the Operator shall permit a passenger boarding at an originating rail station to use the Services without payment or presentation of a valid ticket. If a Ticket Officer encounters that passenger during the journey or at the destination rail station, the Ticket Officer shall request presentation of a valid ticket or payment for the journey undertaken. Where payment is accepted, the Ticket Officer shall issue the passenger with a receipt or ticket for the journey undertaken.

## **8.6 Ticket Cancellation**

- 8.6.1 In the event of a cash ticket being issued in error the Ticket Officer shall withdraw the ticket and use the cancel function on the ticket issuing machine to produce a ticket cancellation slip. The withdrawn ticket and the cancellation slip shall be handed in at the Ticket Officer's station / depot at the end of his/her duty and shall be retained by the Operator for audit purposes, for a minimum of 18 months.
- 8.6.2 In the event that Ticket Officer fails to hand in the withdrawn ticket and the cancellation slip at the end of his/her duty, the cancellation 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 cancellation procedure (set out in paragraph 8.6) the Ticket Officer shall withdraw the ticket, issue the correct ticket to the passenger and make any necessary cash adjustment. The withdrawn ticket must be appropriately marked with a cross on the front of the ticket and handed in to the depot at the end of his/her duty together with a full written report completed on the prescribed form as issued by the Authority, detailing the mistake.
- 8.7.2 The Operator shall retain such written reports and withdrawn tickets for inspection purposes for a minimum of 18 months.

## **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 Ticket Officer issues the passenger with a full fare ticket for their journey which is recorded on the Station manager's account further to reconciliation by the business unit accountant.

## **8.9 Presentation of an Invalid Pass to Ticket Officer**

- 8.9.1 Where a pass (including a Leap Card or a PSC Pass) has been presented for travel which clearly belongs to someone else, the Ticket Officer 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 Department of Employment Affairs and Social Protection (DEASP) within 5 Business Days of retention with a description of the circumstances.

- 8.9.2 Where a PSC Pass is faulty or fails to read on the ATG, the customer should be advised to return the PSC Pass to DEASP, but shall be permitted to travel on that occasion, and the Operator shall issue an Unpaid Fare Ticket.
- 8.9.3 Where a Leap Card is faulty and fails to read on the TVMs or ATG, the customer should be advised to replace the Leap Card and shall not be permitted to travel using that Leap Card as a ticket product or means of payment for the journey.
- 8.9.4 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 is presented, the Ticketing Equipment alerts the ticket checker to this. Such passes shall not be used for travel and the passenger is required to use another means of payment.
- 8.9.5 There is no requirement to withdraw hotlisted Leap Cards.
- 8.9.6 Where a PSC Pass is invalid due to being hotlisted, it may be withdrawn.
- 8.9.7 The Ticket Officer shall submit any withdrawn pass to their station / depot at the end of his/her duty with details of the circumstances of the withdrawal.
- 8.9.8 The Operator shall submit all withdrawn passes to the Department within 5 Business Days of withdrawal with a written description of the circumstances.

#### **8.10 Ticket Underpayment found by the Operator's Ticket Officers**

- 8.10.1 If a Ticket Officer encounters a passenger in possession of a ticket that is valid for part of their current journey, but not their entire journey, the Ticket Officer may request the passenger to pay the excess fare amount, in which case the Ticket Officer shall 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 recorded 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 PSO Revenue Account in the same manner as all other fare transactions.

#### **8.11 Re-issued Tickets**

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

#### **8.12 Refunds and Compensation Arrangements**

- 8.12.1 In the event that a customer has purchased a ticket or pays using 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 Service Centre, and subject to the customer providing satisfactory evidence that they were unable to complete their journey by an alternative Passenger Train 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.

- 8.12.2 Refunds shall not be issued by the Ticket Officer, 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.
- 8.12.4 The Operator shall include in their Passenger Charter compensation arrangements that meet the requirements of EC 1371 as a minimum for passengers (including season ticket holders) who incur service delays on their journey for whatever reason.

### **8.13 Concessionary Schemes**

- 8.13.1 The Operator shall facilitate any travel concession scheme in which CIE or the Department of Transport Tourism and Sport or the Authority participates from time to time. The Operator shall provide all information and assistance reasonably required by the Authority in relation to any such scheme. The Operator shall record the Station at which each passenger using a travel concession scheme boards a Passenger Train, and where ATGs are present and a travel concession scheme card is presented to the ATG by the passenger, the Operator shall record the station at which the passenger using the travel concession scheme exits the Network.
- 8.13.2 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 section 8.1.2 and 8.1.3 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 8.14.1 and 8.14.2 accepted on the Operator's services shall be recorded by the Ticketing Equipment, 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 the Authority (or its agents or subcontractors) full ticketing equipment transaction data for each Operational Day for each Trip on each Route, including the ticket type, value, time and Station of each transaction, including Leap Card travel credit, Leap Card

ticket product, PSC Passes, cash fare tickets, Excess Fare Tickets and 1 cent fare tickets, as well as any other data extracted from the ticketing equipment (including issued Fixed Penalty 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 8.15.3 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 paragraph 8.15.4 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 shall be at such intervals as are set out in paragraph 8.15.4 above.
- 8.15.7 The Operator shall provide to the Authority any 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 paragraphs 8.15.4 and 8.15.5 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).
- 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 8.15.4 above include an analysis of the 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 the result of any act or omission by the Operator otherwise than in accordance with this Agreement.

- 8.16.7 The Operator shall pay the Authority the value of the 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 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 lodgement in PSO Revenue Account**

- 8.18.1 The Authority shall maintain a separate account for the lodgement of all Fare Revenue (including Standard Fare Revenue) for the Services collected by the Operator (the "PSO Revenue Account").
- 8.18.2 The Operator shall be fully responsible for all Fares Revenue including Fixed Payment Notice Revenue in their care and shall provide all necessary measures in accordance with Good Industry Practice to safeguard the Fares Revenue.
- 8.18.3 The Operator shall ensure that all revenue lodged into the PSO Revenue Account 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.
- 8.18.4 The Operator shall manage the collection of all monies received or collected from passengers in respect of travel on the Services from TVM's, Ticket Offices and Ticket Officers and RPO's and from other locations as may be necessary to enable the Operator to meet its obligations under the Agreement.
- 8.18.5 The Operator shall transfer all cash collected by TVM and Ticket Offices to a secure location at frequencies to be agreed with the Authority and shall be based on and reviewed from time to time on the basis of usage of the TVM or ticket office, the amount of cash collected, the need for coin replenishment, levels of theft or attempted theft. The Operator shall transfer all cash collected by Ticket Officers to a secure location at a minimum frequency of once every Operational Day. The Operator shall maintain a record of the cash collected by AFC Machine, Ticket Office and Ticket Officer and date or dates of fare collection to support all bank lodgements.
- 8.18.6 All cash lodgements to the PSO Revenue 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 PSO Revenue Account. The maximum amount of cash permitted to be held on site at each station or at the Operator offices 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 PSO Revenue 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 lodged in PSO Revenue Account**

8.19.1 The monies due to the PSO Revenue Account pursuant to paragraph 8.18 shall be:

- (a) The amount of revenue receipts identified by the data provided by the ticketing equipment, including Excess Fare Ticket Revenue, Standard Fares 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) Plus the amount of revenue receipts from Fixed Payment Notices;
- (c) Less any adjustments to the amount of revenue due to 8.19.1(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 8.21 "Adjustments to Ticketing Equipment Data"
- (d) Plus any adjustments to the amount of revenue receipts at 8.19.1(a) above in respect of invalid ticket cancellations as set out in paragraph 8.6 "Ticket Cancellation"

8.19.2 All payments pursuant to paragraph 8.19.1 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 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 8.19.3 and 8.19.4, include an analysis of any discrepancies between the data produced by the Ticketing Equipment and the actual amount collected and lodged to the PSO Revenue Account.

#### **8.20 Adjustments for Ticket Cancellations**

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

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 require payment to PSO Revenue Account 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 cancellations 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 cancellations, 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 cancellations in those earlier Periods were correctly reported. The Authority may either invoice the Operator for all such unsupported ticket cancellations 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 8.19.1(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 8.19.1(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 lodged to the PSO Revenue Account 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 to PSO Revenue Account or provided to the Authority pursuant to this Agreement, then subject to paragraph 8.22.2 the Operator shall:

- (a) pay forthwith into the PSO Revenue Account 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 8.18.7 to the date when payment is lodged to the PSO Revenue Account;
- (b) pay forthwith into the PSO Revenue Account all costs and expenses incurred by the Authority in checking all such previous payments, returns and information as the Authority in its absolute discretion considers necessary to ensure all Fares Revenue attributable to the Services has been paid into the PSO Revenue Account; and
- (c) pay forthwith into the PSO Revenue Account all Fares Revenue which is identified by the Authority as a result of any investigation under paragraph 8.22.1(b) as being attributable to the Services and which has not previously been paid into the PSO Revenue Account, together with interest on all such sums for the period and at the rate set out in paragraph 8.22.1(a)

8.22.2 The Operator shall co-operate fully with any investigation carried out by the Authority pursuant to paragraph 8.22.1(b), and shall make available all necessary records, documents and information, including any relating to other rail services operated by the Operator.

8.22.3 For such period as the Authority is conducting any investigation and until all sums shown to be properly attributable to the Services have been paid to the PSO Revenue Account, the

Authority may withhold a proportion of the Period Payment for each Period equal to any sum calculated in accordance with paragraph 8.19.1(a). All such sums withheld shall be paid by the Authority to the Operator following payment of all sums due under paragraph 8.19.1(a), 8.19.1 (b) and 8.19.1(c).

- 8.22.4 If, as a result of any investigation it is discovered that the Operator has paid to the PSO Revenue Account 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 8.20 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.

- 8.23.3 The Operator shall maintain systems which accurately record and control the Operator's handling of Fares Revenue and payment of the same to the PSO Revenue Account, Ticketing Equipment, and any other equipment used by the Operator for the collection of Fare Revenue and issuing of tickets of the Services as follows:

- (d) the Operator's allocation of Ticketing Equipment to stations and/or staff;
- (e) the location of Ticketing Equipment;
- (f) ticket transaction and sales information including cash paid in;
- (g) 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);
- (h) the Operator's procedure for ensuring that all Fares Revenue collected on the Services is allocated to the Services and that the correct Fares Revenue is paid into the PSO Revenue Account; and
- (i) 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.

- 8.23.4 The Operator shall provide to the Authority as required details (including full documentation) of the systems adopted in accordance with the requirements of paragraph 8.21.2 and 8.21.3 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.

- 8.23.5 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.
- 8.23.6 The Operator shall keep all records relating to revenue including a terminal receipt for each duty operated or in the absence of this, the contents of each Ticket Officer machine waybill issued, including Ticket Officer that waybill is issued to, , the station or train service ID, the 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.
- 8.23.7 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 8.23.1 to 8.23.6 above, and in order to inspect Fares Revenue receipt information, Ticketing Equipment, and any other equipment or item and any other accounting records or supporting information kept by the Operator relating to the provision of the Services.
- 8.23.8 The Authority's employees, agents and contractors shall have the right to take copies of such records and information referred to in paragraph 8.23.1 to 8.23.6 above as are necessary in connection with any audit carried out pursuant to paragraph 8.23.1 to 8.23.6 above. The Operator shall allow copies to be taken on its reprographic equipment at no cost to the Authority.
- 8.23.9 In the case of Ticketing Equipment, 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.
- 8.23.10 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.
- 8.23.11 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.
- 8.23.12 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.
- 8.23.13 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.
- 8.23.14 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 €50,000 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 paragraph 8.19.





**Annex A: Tickets accepted for travel on the Services**

Refer to the following sharepoint site

<https://ntashare.nationaltransport.ie/external/Irish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029/SitePages/Home.aspx?RootFolder=%2Fexternal%2FIrish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029%2FShared%20Documents%2FExecution%2FSchedules%2FSchedule%20Annexes%2FSchedule%208%20Annexes%2FAnnex%20A%20%2D%20Tickets%20accepted%20for%20travel%20on%20the%20Services&FolderCTID=0x012000FD925BF550D2324C8D3BEA77F00761AB&View=%7B62C4D819%2D9DF0%2D4FE1%2DB92A%2D8FF0831D452F%7D> appended to this Agreement

**TO FOLLOW**

## **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.
- 9.1.3 Where discrepancies occur between requirements outlined in the "ITS Requirements" document and these Schedules, the requirements outlined in these Schedules shall take precedence.

## **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 it is a requirement that 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). The Operator 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.

## **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 The Operator shall maintain a record of all device failures occurring in service during each Operational 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. These proposed changes shall be submitted to the Change Control Board prior to control meetings and be subject to approval.
- 9.6.2 The Operator shall facilitate access by the Authority or its agents to Operator ticketing systems, to enable further improvements to the Integrated Ticketing System.

## **9.7 Monitoring**

- 9.7.1 The Operator will co-operate with the Authority in monitoring of continuous compliance with these service levels and will furnish quarterly reports on the Key Performance Indicators related to the ITS to include:
- (a) Confirmation of daily check of transaction data by 11:00am;
  - (b) Confirmation of transaction data being uploaded;
  - (c) Confirmation of retention of records for transaction data;
  - (d) Unless otherwise agreed with the Authority, confirmation that card accepting devices have received or successfully implemented actionlists and hotlists;
  - (e) Unless otherwise agreed with the Authority, confirmation of daily check on receipt and successful implementation of actionlists and hotlists by 11:00am;
  - (f) Unless otherwise agreed with the Authority, confirmation of retention of records for actionlists and hotlists;
  - (g) Unless otherwise agreed with the Authority, confirmation of receipt and successful implementation by card accepting devices of the latest device donfiguration data versions;
  - (h) Unless otherwise agreed with the Authority, 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) Unless otherwise agreed with the Authority, 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 Railway Safety Act, 2005 and Bye-laws in relation to Ticketing and Fixed Payment Notices (FPN) and shall ensure the following:

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

10.1.2 The Operator shall deploy Revenue Protection Officers and Customer Service Officers on the Network where appropriate for the purpose of inspecting tickets and issuing Fixed Payment Notices to passengers who do not have a valid ticket. Revenue Protection Officers / Customer Service 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. 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 10.1.3 shall be repeated until the Authority approves the Plan.

## **10.2 Fixed Payment Notices**

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 Fixed Payment Notices.

10.2.2 The Operator shall ensure that proper records of all notices in relation to and demands for Fixed Payment Notices issued and Fixed Payment Notices paid are kept, and shall provide Fixed Payment Notices reports to the Authority at the frequency and with the level of detail required by the Authority. Such reports shall include the reporting requirements under Fixed Payment Notices 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 Fixed Payment Notice. Any passenger in receipt of a Fixed Payment Notice shall be informed of his / her right of appeal on receipt fo the Fixed Payment Notcie and in any further correspondence about the Fixed Payment Notice. The right of appeal shall be clearly stated on the Fixed Payment Notice within 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 Fixed Payment Notcie. 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 fares paid by the passengers to the Operator pursuant to the issuing of a Fixed Payment Notices in any Reporting Period ("Fixed Payment Notice Revenue") shall be included in the calculation of the Fare Revenue for that Reporting Period.

### **10.3 Fixed Payment Notice Commission**

- 10.3.1 The Fixed Payment Notice Commission for a Reporting Period shall be calculated by multiplying the number of payments made by passengers pursuant to Fixed Payment Notices issued 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 2.5% shall apply to Intercity / Regional services and 5.2% on DART / Commuter services.
- 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 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 Authority incrementally adjust the Fare Evasion Threshold downwards by up to 1% per annum on the DART / Commuter network to a target of no greater than 3%, and downwards as appropriate on Intercity / Regional to a target of no greater than 2%.
- 10.4.6 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.
- 10.4.7 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**

The Fare Evasion Surveys will take place on board Trains or at Stations 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 Trains will be



randomly selected from strata broken down according to route, day type and time band. These Trains will be used as a starting point for selecting random clusters of passengers for survey purposes. In addition a number of Stations may be selected for survey purposes. The results of the Fare Evasion Survey will be weighted by line, day type, time band and trip length to avoid 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 train 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 Train 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, weighted by route, day type, time band and trip length, 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 line
- (c) the Fare Evasion Rate broken down by day type and time band
- (d) Breakdown of invalid tickets
- (e) Reasons given for having no ticket

**10.11 Court Prosecutions for Fare Evasion or Ticket Irregularities**

10.11.1 In the case of case of:

- (a) Fare Evasion; or
- (b) a Fixed Payment Notice having been issued by the Operator and the amount payable in relation to such Fixed Payment Notice remains unpaid after the date it was due for payment,

the Operator may identify all evidence and materials (an "Evidence Pack") which it has in relation to the instance of Fare Evasion or the Fixed Payment Notice, as the case may be, together with such observations and comments which the Operator may wish to make in relation to the instance of Fare Evasion or the Fixed Payment Notice.

10.11.2 The Operator shall take all reasonable steps to preserve the materials forming part of the Evidence Pack.

10.11.3 If in the event that the Operator having examined the evidence in relation to the case pursuant to paragraph 10.11.1, subsequently decides to institute proceedings in relation to the instance of Fare Evasion or failure to pay the Fixed Payment Notice prosecute the case, the Operator shall without prejudice to the generality of paragraph 10.11.1(a):

- (a) make available to the extent required for such court proceedings, such members of Staff as have knowledge of the Evidence Pack and the matters giving rise to the proceedings for the purpose of the court proceedings; and
- (b) take such steps, or procure that such steps are taken, as may be required to prove the materials in the Evidence Pack to allow them to be used in such proceedings.

## **Annex A: Fixed Penalty Notice**

Refer to the following sharepoint site

<https://ntashare.nationaltransport.ie/external/Irish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029/SitePages/Home.aspx?RootFolder=%2Fexternal%2FIrish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029%2FShared%20Documents%2FExecution%2FSchedules%2FSchedule%20Annexes%2FSchedule%2010%20Annexes&FolderCTID=0x012000FD925BF550D2324C8D3BEA77F00761AB&View=%7B62C4D819%2D9DF0%2D4FE1%2DB92A%2D8FF0831D452F%7D> appended to this Agreement

**Schedule 11:      Operation and Maintenance of Railway  
Undertaking Assets**

## **11.1 General Obligations**

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

## **11.2 Authority Network Assets**

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

## **11.3 Audit by the Authority**

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

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

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

## **11.5 CCTV Equipment**

- 11.5.1 The Operator shall be responsible for the provision, operation and maintenance of CCTV Equipment where installed at stations and on trains.

- 11.5.2 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 other period as may be specified by the Authority.
- 11.5.3 The Operator shall retain specified CCTV footage for longer periods upon Authority request.
- 11.5.4 The Operator shall supply specified CCTV footage to the Authority within 5 Business Days of Authority request, subject to the provisions of data protection legislation.
- 11.5.5 The Operator shall be responsible for the management of requests for CCTV footage generated at stations and on the Passenger Trains to assist in accident investigations, and investigation of crimes by Gardaí.

#### **11.6 Ticketing, Gateline and Validation Equipment**

- 11.6.1 The Operator shall be responsible for the supply, operation and maintenance of Ticketing Equipment, which shall be to the requirements of the Authority and so approved by the Authority, or the Authority may provide Ticketing Equipment to the Operator, and require to enable the full range of ticket products to be sold to passengers at the correct prices.
- 11.6.2 The Operator shall be responsible for the supply, operation and maintenance of ticket validators at stations where smartcard or stored-value media are accepted for travel.
- 11.6.3 Where ticket gates are used to limit access to the network, The Operator shall be responsible for the supply, operation and maintenance of ticket gates which enable passengers with valid tickets to access stations and trains.
- 11.6.4 The Operator shall be responsible for providing sufficient ticketing equipment at stations and/or on trains to provide a convenient means of ticket purchase for passengers.
- 11.6.5 The Operator shall be responsible for the recording and storage of Ticketing Equipment transaction data.
- 11.6.6 The Operator shall make Ticketing Equipment transaction data available to the Authority in a timely manner, in accordance with requirements set out in Schedule 18: Records and Reporting Requirements, and other requirements that the Authority may set out from time to time.

#### **11.7 Reporting**

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

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

## 12.1 Operator security obligations

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

12.1.2 The Operator shall be responsible for

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

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

12.1.4 Each emergency call button on each train car shall be checked by the Operator on a daily basis. Where such emergency call button is found to be inoperable, the traincar shall be withdrawn from service and shall not re-enter service until it has been repaired.

## 12.2 Security Management Plan

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

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

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



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

### **12.3 Vandalism**

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

### **12.4 Security Training**

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

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

- 12.5.1 The Operator shall summarise anti-social behaviour and vandalism by category in the Period Operations Report along with a commentary on the overall trend of anti-social behaviour and vandalism of the Network Assets.
- 12.5.2 The Operator shall report all instances where the Operator delayed or withdrew Services due to anti-social behaviour or vandalism in the Period Operations Report including the time and duration of each delay or withdrawal in the Reporting Period in the Period Operations Report.

## **Schedule 13: Customer Care**

### **13.1 Passengers' Charter**

- 13.1.1 The Operator shall provide and keep updated the Passengers' Charter, outlining its commitments to passengers using the Network, on each Commencement Date anniversary, provided always that the Authority has given its prior consent to any such changes (such approval not to be unreasonably withheld or delayed).
- 13.1.2 The Operator shall ensure that copies of the Passengers' Charter are displayed in Irish and English on the Website, at Stations and on board Passenger Trains as specified by the Authority. The Operator shall also ensure paper copies of the Passenger' Charter, including copies in accessible formats, are in stock and available to passengers upon request.
- 13.1.3 The Operator shall comply with its commitments in the Passengers' Charter throughout the Contract Period.
- 13.1.4 The Operator shall incorporate a summary of passenger rights under EC 1371 in the Passengers' Charter, and shall also include the passenger complaints procedure in relation to passenger rights, including up to date contact information. In addition the Operator must include standard response timeline and the process for appeals to the Authority, including contact details, in case of dissatisfaction with Operator response.
- 13.1.5 The Operator shall state in the Passengers' Charter that if a customer is unhappy with any aspect of the service, the customer should contact the Operator in the first instance and that in the event that an unsatisfactory response is received from the Operator, the customer should contact the National Transport Authority at [info@nationaltransport.ie](mailto:info@nationaltransport.ie).

### **13.2 Customer Service Policy**

- 13.2.1 The Operator shall develop a Customer Service Policy and shall submit its Customer Service Policy to the Authority for approval. The Customer Service Policy shall include but not be limited to the matters set out in sections 13.3 to 13.13 of this Schedule. The Customer Service Policy shall set out the service levels that the Operator commits to achieving in relation to the matters set out in sections 13.3 to 13.13 of this Schedule. The Authority shall provide the Operator with such comments and amendments as it requires in respect of the Customer Service Policy within 20 Business Days of receipt from the Operator.
- 13.2.2 The Customer Service Policy shall include policies for dealing with children that comply with Children First: National Guidance for the Protection and Welfare of Children, 2011.
- 13.2.3 The Operator shall implement the Customer Service Policy throughout the Contract Period. The Parties may agree amendments to the Customer Service Policy from time to time.

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

- 13.3.1 The Operator shall set out in an accessible format, including on its website, complying with WCAG 2.0 level AA, 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, visually impaired customers, pregnant women, small 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 customer facing staff receive disability awareness training that identifies the needs of customers with disabilities or special needs as set out in paragraph 13.13 below.
- 13.3.3 The Operator shall provide assistance to customers with disabilities or special needs when requested by such customers. If requested, the Operator shall arrange for visits by disabled persons to familiarise themselves with the Network. The Operator shall publicise the fact that such assistance is available, as requested, to customers who require it.
- 13.3.4 Where on-board Customer Service Officers have been deployed, no advance notice shall be required to provide such assistance on Intercity Services.
- 13.3.5 The Operator shall seek to further minimise the advance notice required to provide such assistance to passengers on all other Services and shall facilitate such assistance via the Customer Contact Centre.
- 13.3.6 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 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.
- 13.3.7 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 13.3.6 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 (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.

- 13.3.8 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.
- 13.3.9 The Operator shall arrange quarterly meetings of the accessibility user group, which comprises the Operator and representatives from disability awareness groups in Ireland and may comprise other operators in Ireland. The aim of the accessibility user group is to identify issues of concern to passengers with disabilities and special needs and to improve their travel experience on the Network. The Operator shall notify the Authority in advance of such 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.
- 13.3.10 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.
- 13.3.11 The Operator shall assist the Authority in its attendance at meetings of the Department of Transport, Tourism and Sport’s Public Transport Accessibility Committee (PTAC).

#### **13.4 Customer Queries**

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

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

- 13.5.1 The Operator shall ensure that all comments and complaints received from customers and members of the public regarding the Services are investigated and responded to promptly, without charge to the customer or member of the public. All comments and complaints shall be recorded in a single database of customer comments and complaints. Such records shall include the date of the entry, nature of comment or complaint, time of occurrence where relevant, train service or station where relevant, email or postal address, and the response to the comment or complaint.
- 13.5.2 The Operator shall ensure that automated acknowledgements are sent on the same day to comments and complaints received by email. Following receipt of a comment or a complaint, a Comment Reference Number shall be assigned to the comment or complaint and a response shall be sent within 1 week. If this is not possible, an acknowledgement shall be sent within 1 week and a response or further follow-up within 3 weeks. Written responses shall be via email where possible, or by letter if not. All written responses shall include the Comment Reference Number in the email header, or at the top of the letter. Comments and complaints received in Irish shall be replied to in Irish.
- 13.5.3 If the subject of a comment or complaint is outside the Operator’s responsibility, the response shall include the name and address of the relevant body and, if appropriate, confirmation that the comment or complaint has been passed on.
- 13.5.4 Customers and members of the public shall be advised, by means of a message to that effect on all Passenger Trains, Stations where infrastructure for the display of travel information is available and on the Operator Website, that they may submit comments or complaints on the Services to the Operator’s customer service email address, Customer Contact Centre, via an

on-line customer comment/complaint form available on the Operator's Website or through the Operators social media platforms as appropriate.

- 13.5.5 The Operator shall ensure that procedures for dealing with customer comments and complaints are communicated to all customer-facing staff, to ensure comments are dealt with in a consistent manner by all customer-facing staff.
- 13.5.6 The Operator shall provide such reasonable support and assistance to the Authority as may be requested by the Authority for dealing with comments and complaints from third parties relating to the Network.
- 13.5.7 The Operator shall respond promptly (in any event within one week) and in detail in writing to any comments and queries received from the Department of Transport, Tourism and Sport or any other Relevant Authority. The Operator shall, at the time of responding, provide to the Authority a copy of all such comments and queries and its response.
- 13.5.8 The Operator shall report the volume and nature of customer comments and complaints to the Authority at the frequency and with the level of detail required by the Authority. Such reports shall include the reporting requirements and supporting information set out in Schedule18: Annex C: Quarterly Customer Services Performance Report.
- 13.5.9 The Operator shall provide on the request of the Authority any records relating to customer complaints or comments.

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

- 13.6.1 The Operator shall maintain a database of customer comments and complaints in relation to the Services, and shall record and store all inbound and outbound customer communications related to comments or complaints in the database.
- 13.6.2 The database shall provide storage by contact account for:
  - (a) text files (comments via website, emails, tweets, Facebook comments, direct messages etc.)
  - (b) documents (letters, etc.)
  - (c) forms (contact report, etc.)
- 13.6.3 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.
- 13.6.4 The Operator shall submit to the Authority a report summarising the volume and nature of queries, comments and complaints in an agreed format once per Reporting Period. Such reports shall include the reporting requirements and supporting information set out in Schedule18: Annex C Period Customer Services Report.
- 13.6.5 The Operator shall supply a report on customer queries, comments or complaints in response to an Authority request no later than 10 Business Days after the request. Such reports shall be simple, accessible and intuitive to digest. Such reports shall be in a format proposed by the Operator and approved by the Authority.

### **13.7 Lost Property**

- 13.7.1 The Operator shall develop procedures for dealing with lost property found on the Network for the approval of the Authority, and once approved shall communicate these procedures to all

customer-facing staff. The procedures shall be included in the Customer Service Policy. The procedures shall ensure that lost property found by, or handed in to, the Operator's staff on the Network is brought to a designated station (which shall depend on location lost property was found on), and logged. In the event that an item of lost property carries the owner's contact details, the Operator shall make reasonable efforts to contact the owner and inform him or her where and when the item of lost property can be collected.

- 13.7.2 The lost property procedures shall also ensure that any enquiries from customers regarding lost property on the Network are logged and that reasonable efforts are made to match such enquiries with items of lost property that are found by, or handed in to, the Operator's staff on the Network.
- 13.7.3 The Operator shall ensure that customers, wishing to make an enquiry about lost property, are advised, by means of a message to that effect on the Operator website or from the Customer Contact Centre, to contact the relevant designated station within 7 Operational Days of the day of loss, or such other time as agreed with the Authority. Contact telephone numbers and opening hours for stations shall be provided on the Website or by the Customer Contact Centre.
- 13.7.4 The Operator shall provide facilities at staffed stations for the collection by customers of lost property items found on the Network.

### **13.8 Customer Contact Centre and Travel Centres**

- 13.8.1 The Operator shall provide a Customer Contact Centre to handle communications from customers and other stakeholders. The Customer Contact Centre shall be open for at least the following hours:
- 07:00 to 19:00 Monday to Friday (excluding Public Holidays)
  - 08:00 to 18:00 Saturday, Sunday and Public Holidays
  - At specific times outside these hours in case of serious service disruptions
- 13.8.2 Customer Contact staff resources shall be augmented as required to support higher customer contact volumes that may be expected in advance of or during special events, during periods of serious disruption or at other times as required to facilitate customer needs.
- 13.8.3 The opening times for the Customer Contact Centre shall be made available at Stations, on board passenger trains, on the Operator website, Social media profiles and in email responses.
- 13.8.4 The Operator shall provide sufficient customer service staff to respond to customer queries, comments and complaints during these hours. Customer service staff shall deal with customer communications via telephone, email, Twitter tweets and direct messages, Facebook comments and messages, Instagram comments, on-line forms and correspondence by letter.
- 13.8.5 The Operator shall provide a front desk for Customer Services ("Travel Centres/Information Desks") at the locations and times set out in Annex A to this Schedule 13.
- 13.8.6 The telephone number for customers who wish to contact the Operator Customer Contact Centre shall be a single LoCall (1850) number unless otherwise agreed with the Authority. The email address shall be for the Operator to supply. The Services Twitter Account address,

which shall be used for all communications relating to customer service and customer information, shall be @irishrail. No other customer contact telephone numbers, emails or Twitter accounts shall be published by the Operator without the consent of the Authority. Twitter account @tffiupdates is to be linked to network news tweets and #tffiupdates is to be utilised within such communications. 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 timetable or fares enquiries, new services, service changes, connections and details of facilities on trains;
- (b) 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
- (c) Arranging assistance for customers with disabilities or special needs on relevant Services;
- (d) Dealing with payments and appeals procedure relating to Standard Fare Notices;
- (e) Dealing with ticket refunds;
- (f) Handling public complaints;
- (g) Responding to public comments;
- (h) Dealing with lost property enquiries

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

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

- (a) Relevant Bye-laws
- (b) Passengers' Charter
- (c) The Operator's Customer Service Policy
- (d) Disability awareness
- (e) Timetables and fares
- (f) Procedure for dealing with Standard Fare Notices
- (g) Procedure for dealing with ticket refunds
- (h) Procedure for dealing with public complaints
- (i) Procedure for dealing with lost property queries
- (j) Procedure for dealing with queries on service disruptions

### **13.9 Social Media**

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

- (a) draws on current social media and customer services best practice
- (b) is reviewed once a year and updated as necessary
- (c) is agreed with the Authority
- (d) details content policy and guidelines
- (e) details monitoring and responding policy and guidelines
- (f) details 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
- 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
- (k) complies with relevant Data Protection law.

13.9.2 The Operator is responsible for 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, but not limited to, significant delays or cancellations, 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 Operators 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. For clarity, customer queries made via Twitter may be responded to directly.

13.9.4 The Operator shall ensure a response is sent to customer enquiries, comments or complaints made via Twitter within 30 minutes during Customer Contact Centre opening times, and shall endeavour to provide a faster response time if a query is of an urgent nature. For the avoidance of doubt, a broadcast tweet may be utilised in responding to large quantities of queries in relation to the same topic.

13.9.5 The Operator shall ensure that any information that it tweets from the Services Twitter Account is automatically forwarded to Transport for Ireland for inclusion on the Transport for Ireland website (or Transport for Ireland Twitter account) as required by the Authority.

13.9.6 The Operator shall use any Facebook account it may maintain in relation to the Services primarily for marketing and notification purposes only, and should include a notice on its Facebook page that comments and complaints in relation to the Services should be made via the on-line customer comments and complaints form on the Operator's website, via email [info@irishrail.ie](mailto:info@irishrail.ie) or via the Customer Contact Centre number. Where appropriate, queries sent to any Facebook account should be directed towards the appropriate channels.

## **13.10 Stations**

13.10.1 The Operator shall ensure that staff at stations where deployed are available to provide information and assistance to customers during opening hours of the station including but not limited to the following:

- Provision of timetable information;
- Advising customers of the correct ticket and fare for their journey;
- Assisting disabled customers and customers with special needs;

Assisting at disruptions to services, incidents or emergency situations, helping customers getting off the Network, directing them to alternative transport.

### **13.11 Trains**

13.11.1 The Operator shall ensure that staff deployed on trains shall provide information and assistance to customers, including but not limited to the following:

- (a) Provision of timetable and fares information;
- (b) Assisting disabled customers and customers with special needs;
- (c) Assisting during disruptions to services, incidents or emergency situations, and directing passengers to alternative transport where available

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

### **13.12 Training**

13.12.1 The Operator shall ensure that all staff with customer contact responsibilities in the customer contact centre, at stations and on trains, shall receive full training in their operational and customer service duties.

13.12.2 The Operator shall ensure that Ticket Officers, other station staff, Customer Service Officers, all on-board staff and Revenue Protection Officers shall receive full training in the legislation relevant to their role.

13.12.3 Training for all customer facing staff(including Customer Service Centre Staff, Ticket Officers, other customer facing station staff and customer facing on-board staff)shall include but not be limited to:

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

13.12.4 Additional training required for customer facing station staff and customer facing on-board staff , shall include but not be limited to the use of wheelchair ramps for passengers to board or alight from trains, and first aid

13.12.5 Additional training required for Ticket Officers and Revenue Protection Officers shall include but not be limited to:

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

### **13.13 Disability Training Requirements**

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

13.13.2 Disability training for customer-facing Staff shall be renewed every 3 years and 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

## **Schedule 14: Customer Information**

## 14.1 General

- 14.1.1 The Operator shall designate a member of staff with responsibility for customer information. This member of staff shall liaise with the Authority on all matters relating to customer information, and shall attend meetings with the Authority when required.
- 14.1.2 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 Information shall be available to enable passengers to plan journeys at least 4 weeks before the date of travel.
- 14.1.4 The Operator shall ensure accessible formats of information is available to customers on request including large print, easy to read, audio, Irish and braille

## 14.2 Operator Website

- 14.2.1 The Operator shall provide a website which provides at least the following information:

(a) Services

- i. Journey Planner resource as approved by the Authority
- ii. Access to HTML version and downloadable PDF version of printed timetables
- iii. Live departure information on train departure times
- iv. Service status feature
- v. Forthcoming timetable changes (at least 4 weeks in advance of change implementation)
- vi. Up to date map/maps of the Network, showing stations served and interchange points for other public transport services
- vii. Customised map of any route included in the Service offering, specified by the user, showing stations.
- viii. Downloadable versions of certain maps

(b) Fares and tickets

- i. Fares and ticket types for all Services (including TFI Leap and multi-Operator fares, tickets and capping)
- ii. Fare calculator (as approved by the Authority)
- iii. Information on how and where to purchase tickets, including on-line purchase and top up of TFI Leap Cards, with link to the TFI Leap Card website.
- iv. Group ticket sales tool
- v. Standard Fare on-line payment tool
- vi. Link to Tax Saver ticket website
- vii. Information on current fare promotions such as Kids Go Free and other such promotions as approved by the Authority.

(c) Relevant sections of the Operator's Customer Service Policy regarding accessibility for customers with reduced mobility or who have a particular difficulty when using the Network, including elderly customers, customers with disabilities or special needs, pregnant women, small children and people accompanying them and customers with heavy or cumbersome baggage.

(d) Passengers' Charter

(e) Details of how to access the Operators online customer query/comment/complaint form

(f) A link to the CIE bye-laws

(g) Current public consultations on service changes

(h) Any other content that the Authority may require from time to time.

- 14.2.2 Where the content in paragraph 14.2.1 is available on the Transport for Ireland website, the Operator may, with the Authority's approval, fulfil the requirements of paragraph 14.2.1 by providing a link to the Transport for Ireland website, or the Authority may require the Operator to fulfil the requirements by providing a link to the Transport for Ireland website.
- 14.2.3 The Operator shall ensure, unless otherwise agreed with the Authority, that the Website provides the following features and functionality:
- (a) Integration with the Operator's database of customer comments and complaints referred to in Schedule 13: Customer Care.
  - (b) Integration with social media channels
  - (c) Digital and social media share tools
  - (d) Intelligent search tool
  - (e) Search engine optimisation
  - (f) Support WMA or applicable technology
  - (g) Seamless integration with other websites as required by the Authority.
  - (h) All (communications) industry standard functionality, including support for posting
    - i. Text content
    - ii. Audio files
    - iii. Video files
    - iv. Video streaming
    - v. Still images and graphics
    - vi. Animated images and graphics, i.e. HTML5
    - vii. Documents for download, etc.
- 14.2.4 The Operator shall ensure that the Website is supported by a Content Management System (CMS) that is:
- (a) suitable for use by personnel with limited technical knowledge (i.e. basic PC skills)
  - (b) simple, accessible and intuitive to use
  - (c) provides restricted content and user levels based content approval process integrated with email notifications
  - (d) accessible from mobile devices
  - (e) accessible remotely
  - (f) compatible with Authority database systems, IT systems and devices
  - (g) provides for easy customisation of features
  - (h) provides search engine optimisation
  - (i) accompanied by a selection of how to / training videos for regular CMS actions
  - (j) fully technically supported
- 14.2.5 The Operator shall provide the Website in desktop and mobile format.
- 14.2.6 The Operator shall ensure that the Website is available 24 hours a day, 7 days a week throughout the Contract Period.
- 14.2.7 The Operator shall submit any proposals for changes to the type of content, features, functionality or design of the Website to the Authority for its approval.
- 14.2.8 The Authority may require the Operator to make alterations or additions to the Website type of content, features, functionality or design.
- 14.2.9 The Operator shall provide website analytics that provide statistical reporting for all areas of the Website remotely accessible to Authority staff; Google analytics is acceptable.

14.2.10 The Authority may issue guidelines in relation to the type of content, features, functionality and design of the Website, which may supersede some or all of the requirements set out in 14.2.1 to 14.2.9 above. The Operator shall ensure that the design of the Website is in accordance with the guidelines.

14.2.11 Accessibility Requirements for the any Information and Communication Technologies (ICT) products must be designed according to accessibility Standard EN 301 549 and the Web Content Accessibility Guidelines 2.1. (WCAG 2.1), Level AA, including:

- (a) Be technically accessible, in that it is possible for all users to access all information and functionality;
- (b) Be equally usable, in that it is not prohibitively difficult or time consuming for users with disabilities to carry out normal tasks;
- (c) Be capable of being adapted or configured by individual users to meet their specific needs and preferences;
- (d) Be capable of interfacing with appropriate, widely available assistive technologies employed by users.

14.2.12 The Operator shall include an inventory of facilities available to those with disabilities at all Stations and services the Accessibility section of the Website. The Operator Website shall identify whether or not stations and services are manned with staff who can provide assistance to those who are disabled and require assistance in accessing services and in particular whether or not they are wheelchair accessible.. The information shall be kept up to date, and in particular it shall highlight any current or upcoming temporary unavailability of facilities, with expected duration of unavailability.

### **14.3 Operator Apps**

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

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

### **14.4 National Journey Planner**

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

14.4.2 The Operator shall complete the pro-forma included in Annex C to this Schedule 14, and submit it to the Authority with each set of data provided in accordance with paragraph 14.4.1.

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

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

### **14.6 Customer Information at Stations**

14.6.1 The Operator shall provide current information on train services at stations, including:

- (a) Timetables for all services serving the station

(b) Details of how to contact the Operator for further information

14.6.2 At stations where customer facing staff are present, the Operator shall also provide on request printed timetables for services serving at the station

14.6.3 At stations with a staffed ticket office and/or travel centre, The Operator shall also provide on passenger request

(a) Printed timetables for all passenger train services operated in Ireland; and

(b) Information and advice regarding timetables and fares for all network services

## **14.7 Stations**

14.7.1 The Operator shall supply the Authority with a schedule of display panels used for the provision of customer information at Stations as set out in Annex D of Schedule 2: Service Specification.

14.7.2 The Operator shall maintain an up to date version of information displayed in each display panel of the Authority's, except where otherwise notified by the Authority, or so approved by the Authority.

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

14.7.4 Unless otherwise agreed with the Authority, all customer information at Stations shall be published by Íarnród Éireann in accordance with the current version of the Authority's "Guidelines for the Creation of Public Transport Information"

14.7.5 The Operator shall ensure that records of all customer information and associated infrastructure provided at Stations are maintained and kept up to date in the Authority's Travel Information Asset and Content Management System or similar database in advance of provision of that System, to the requirements set out by the Authority. Records to be kept up to date shall include those set out in Annex A of this Schedule 14.

14.7.6 The Authority shall specify the customer information to be displayed by the Operator at each Station.

14.7.7 The information that the Authority may specify for display at Stations includes;

(a) Timetables of routes serving the Station

(b) Route maps of routes serving the Station

(c) Fares for routes serving the Station

(d) Maps of public transport services available from the local area

(e) Destination finder for public transport services available from local area

(f) Geographical Map of local area

14.7.8 The Operator shall ensure that all customer information displayed at Stations is up to date.

14.7.9 At least 10 days in advance of any planned changes to train services, serving the Station, the Operator shall provide information at Stations to inform customers, including but not limited to:

(a) Changes to Routes, Stop locations, operating hours or frequencies

(b) Changes to fares or ticket types



- (c) Planned Service Interruptions, including the duration of the Planned Service Interruption, the Stations affected, and Service Diversions in place during the planned Service Interruption, including nearby Stops for diverted services, or other nearby public transport services to important destinations served by the Station.

14.7.10 No other customer information or other notices, other than information notices required by the Authority, and notices posted in connection with Schedule 15: Marketing, Communication and Public Relations shall be posted on customer information display panels without the prior approval of the Authority.

14.7.11 Where display space is limited, the posting of travel information shall take precedence over Marketing, Communications and Public Relations material.

14.7.12 The Operator shall be responsible for the provision and maintenance of customer information display panels and infrastructure at all Stations, unless otherwise specified by the Authority.

14.7.13 The Operator shall inspect the customer information displayed at Stations at a minimum every three months. The Operator shall inspect the customer information and display panels containing the information for weathering, wear and tear, cleanliness, vandalism, graffiti, and legibility of the information content. The Operator shall identify those items that need to be replaced and shall replace those items within 10 Business Days of carrying out the inspection.

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

- a) Name of station
- b) Existing location and/or proposed location of information panels within station
- c) Existing services stopping (and/or services proposed to stop) at Station.

14.7.15 During an incident causing delay or disruption to Services or during the post incident service restoration process the Operator shall ensure that all passenger information displays are updated and audio announcements are made at Stations and on board trains affected by the incident advising customers of any delay or disruption to service, the reason for the delay or disruption, the likely duration of the incident, and alternative travel options if applicable. Audio announcements should also apologise for any delay or disruption caused to customers. The Operator shall ensure that such audio announcements are repeated at regular intervals, and that any change in incident status is announced without delay

## **14.8 Passenger Trains**

14.8.1 The Operator shall display customer information relating to the Services on display panels on board Trains in accordance with the requirements of the Authority. These requirements may include route information, route maps, network maps, accessibility information, upcoming service changes, advice on Train Car passenger space available for a Service or other requirements as determined by the Authority from time to time.

- 14.8.2 Audio (PA) announcements shall be made and electronic stop message shall be provided on board each Passenger Train with facilities for provision of automated PA announcements or the display of electronic stop messages.
- 14.8.3 The audio announcement and electronic messages referred to in paragraph 14.8.2 above shall be in accordance with the requirements of the Authority, and shall be made in English and in Irish.
- 14.8.4 In advance of arrival at the next station the audio announcement and electronic message shall include the name of the next station. In advance of departure of service from each station, the audio announcement and electronic message shall include the destination of the service. Where a service does not serve every station, the audio announcement and electronic message shall include all intermediate stations prior to the destination station, or alternatively they shall clearly identify stations where the service will not stop. In advance of arrival at each station where passengers can interchange to other rail services, or where a significant number of passengers are likely to interchange to other public transport services, the audio announcement and electronic message shall list the services to which passengers can interchange.
- 14.8.5 During an incident causing delay or disruption to Services or during the post incident service restoration process the Operator shall ensure that audio announcements are made on board trains and at stations affected by the incident advising customers of any delay or disruption to service, the reason for the delay or disruption, the likely duration of the incident, and alternative travel options if applicable. Audio announcements should also apologise for any delay or disruption caused to customers. The Operator shall ensure that such audio announcements are repeated at regular intervals, and that any change in incident status is announced without delay. Similar messages shall be displayed on electronic messages on board trains and at stations where facilities exist and where functionality of electronic message system permits this.

#### **14.9 Annual Customer Information Plan**

- 14.9.1 The Operator shall develop an outline Annual Customer Information Plan for the Services for the forthcoming Contract Year, including key activities and outline costs, including third party costs, and shall submit the outline Plan to the Authority for approval as part of the draft Annual Business Plan.
- 14.9.2 The Operator shall develop and submit a detailed Annual Customer Information Plan for the forthcoming Contract Year as part of the draft Final Annual Business Plan, and in the case of the 2019 Contract Year, as part of the Operating Plan.
- 14.9.3 The detailed Annual Customer Information Plan shall include a programme and costings for each of
- (a) Design of travel information material for display at Stations and on board Passenger Trains
  - (b) Posting or display of travel information at Stations and on board Passenger Trains
  - (c) Any infrastructural improvements to support the provision of travel information at stations or on board Passenger Trains, including the provision of new display facilities for electronic or physical information , identifying where it is proposed to use Capital Grant funding or PSO funding to carry out these improvements .
  - (d) Maintenance of travel information and information display infrastructure at stations and on Passenger Trains

- (e) Customer information leaflets planned for public distribution, setting out, where known, intended content, audiences and estimated print volumes (for forthcoming Contract Year), referring to the Annual Marketing and Communications Plan as required.

**Annex A - Operator data provision requirements in relation to Stations**

The Operator shall provide, or maintain as required, required information for stations contained in the Authority's Travel Information Asset and Content Management System, including the information set out below:

- a) Name of station
- b) Location of information panel within station
- c) Information Panel ID
- d) Photos of each panel (to be refreshed whenever content is posted on panel.
- e) Current content of each display panel (PDF)
- f) Last date of posting of content of each display panel

## **Annex B: Operator data provision requirements in relation to National Journey Planner**

### **1.1 Operator Point of Contact**

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

### **1.2 Provision of Operator data**

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

### **1.3 Timetable data specifications**

- 1.3.1 The Operator shall provide Timetable data in one of the following formats to be agreed in advance with the Authority:
  - (a) VDV452;
  - (b) DINO VDV452;
  - (c) TransXchange 2.1 or 2.4 (validated against transXchange\_common.xsd schema); or
  - (d) ATCO CIF.
- 1.3.2 Schedule data shall
  - (a) include an identifier attribute which facilitates the unambiguous linking of a SIRI ET real-time feed or VDV454 feed for all Services.
  - (b) Clearly identify Timing Points
  - (c) be valid for at least 6 (six) months of operation to facilitate journey planning in advance.

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

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

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

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

**Annex C - Timetable Alteration Notice Proforma**

<b>Timetable Alteration Notice</b>	
Operator to complete in all instances where an alteration to a Timetable is proposed for a Service and submit to Authority's Representative	
Contract name	
Alteration Notice Number	
Approved Timetable Request number	
Route number and name	
Summary of approved change	
Current Timetable (insert spreadsheet)	
Approved Timetable (insert spreadsheet)	
Approved Timetable implementation date	
Approved Timetable end date (if applicable):	
For Variation, supply Authority Variation Order Number	
Submission date	
Date of receipt of Submission (Authority to complete)	

## **Annex D - Real Time Passenger Information – Operator data provision requirements**

### **1. Operator Responsibilities**

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

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

### **2. Data Communications**

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

2.2 The Operator is responsible for the communication of data to station RTPI signs.

2.3 The Authority is responsible for communication of data to the TFI website and TFI Real Time app.

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

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

3.2 In the event of planned maintenance or updates likely to affect RTPI data provision, the Operator will notify the Authority at [rtpi@nationaltransport.ie](mailto:rtpi@nationaltransport.ie), telephone 01-8798300, at least 5 Working Days prior to the planned maintenance or update.



3.3 Notification of planned updates or maintenance should include:

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

3.4 In the event of unplanned disruptions affecting the provision of reliable RTPI data, the Operator will notify the Authority as soon as possible at [rtpi@nationaltransport.ie](mailto:rtpi@nationaltransport.ie), telephone 01-8798300.

3.5 Notification of unplanned disruptions should include:

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

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

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

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

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

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

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

4.5 Each message included in the Plan should be

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

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

- a. critical messages relating to current service disruptions

b. Messages relating to planned train service changes or service disruptions

In the event of current disruptions or changes to the Services, the Operator must provide messages for stations impacted by the disruption and summarise its cause.

- 4.7 In the event of unreliable RTPI data or failures in RTPI data provision, a message shall be provided for stations affected stating "Sorry - no real time train information is currently available", and equivalent message in Irish.
- 4.8 During planned maintenance of the system supplying RTPI data, the Operator shall publish a message on all signs affected stating "System maintenance – no real time information currently available"

**5. Monitoring**

- 5.1 The Authority will collate feedback on the RTPI System based on public feedback form on the [www.transportforireland.ie](http://www.transportforireland.ie) website and independent surveys, and will send this information to the Operator on a regular basis. The Operator should respond to the Authority within 5 (five) Business Days, categorising any issues identified (e.g. Schedule calibration, TOPS repair, TOPS use), proposed remedies implemented and solution timeline.
- 5.2 The Operator will co-operate with the Authority in monitoring of requirements for accuracy and timely delivery of data, and will provide reports as part of its Quarterly Service Quality Performance Report to the Authority to include:
- (a) Availability of real-time data in correct format for services
  - (b) Average TOPS polling rate and success of transmission
  - (c) RTPI Data accuracy emanating from the Operator
  - (d) Compliance report regarding TOPS control of cancellations, curtailments, trains not in service and additional services
  - (e) Reports on response to Authority on collated feedback from surveys and public feedback
  - (f) Report on timely notice to the Authority and relevant local authorities and public transport operators of planned service or RTPI System disruptions
  - (g) Report on compliance with RTPI customer message protocol re planned or unplanned service disruptions.
- 5.3 The Authority may require additional data on any of the above at any time with a view to improving the RTPI service.

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

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

15.1.1 Irish Rail shall submit an Annual Marketing, Communications and Public Relations Plan for the forthcoming Contract Year as part of the draft Annual Contract Review, and in the case of the forthcoming Contract Year, as part of the Operating Plan. The detailed Plan shall include, but not be limited to:

- a) proposals in relation to the marketing and other promotional activities, including purpose, target audience, commencement date, cost and duration; and
- b) proposals to influence the behaviour of customers in relation to the following:
  - i. Fare compliance
  - ii. Littering, anti-social behaviour and vandalism
  - iii. Accessibility
  - iv. Treatment of the Operator's staff
  - v. Service change communications
  - vi. Social inclusion initiatives
  - vii. Key holiday communications

15.1.2 The Annual Marketing Communications and Public Relations Plan shall describe the measures that the Operator intends to take to influence the aspects of behaviour described in paragraph 15.1.1. Such measures may include, but are not limited to, the following:

- a) Communications via the Operator website and social media
- b) Communications via Station posters, subject to the limitations in Schedule 13.
- c) Communications via commercial advertising space on the Passenger Trains and at Stations.
- d) Communications via media channels (TV, Radio, Press, OOH and Digital)
- e) Liaison with and participation in meetings of community groups, policing forums and other public gatherings on matters relating to the Network
- f) Liaison with schools and youth organisations
- g) Market research
- h) Sponsorship proposals

15.1.3 The Annual Marketing Communications and Public Relations Plan shall include a breakdown of proposed costs by campaign, including third party costs that would be incurred in implementing the Plan.

## **15.2 Regular Review of Plan**

- 15.2.1 The Operator shall provide a structured presentation at a Joint Operator Communications and Marketing group meeting every 6 weeks to update the Authority and other PSO operators on its progress against their Annual Communications and Public Relations Plan. The presentation shall include:
- a) Operator proposals in relation to any marketing, communication and public relations activities to be undertaken by the Operator throughout the upcoming 6 week cycle;
  - b) Operator proposals for measuring the success of the activities outlined in Section 15.2.1(a)
  - c) An update on the measured outcomes of Communications and Public Relations plan activities delivered during the previous 6 week cycle
  - d) Any service change communications, including specifics, to be published during the upcoming 6 week cycle
  - e) Other such matters as instructed by the Authority from time to time.
- 15.2.2 Subsequent to each 6 weekly meeting the Authority reserves the right to refuse Communications and PR activity proposed by the Operator. Alternatively, approval may be withheld until any amendments as instructed by the Authority are made to the satisfaction of the Authority.
- 15.2.3 The Operator shall submit to the Authority within 5 working days of the Joint Operator Communications and Marketing Group meeting details of any and all costs incurred in implementing the previous 6 weeks Communications and Public Relations Plan activities.
- 15.2.4 The Operator shall seek from the Authority prior approval for any proposed deviations from the approved Annual Communications and Public Relations Plan
- 15.2.5 The Operator shall use the Transport for Ireland brand in all marketing, communications and public relations activities related to the Services, in accordance with the Authority's guidelines issued from time to time.
- 15.2.6 The Operator's Public Relations Manager shall liaise with the Authority's Public Affairs Manager prior to issuing any key press releases and/or communications.
- 15.2.7 Unless otherwise agreed in advance with the Authority, the Operator shall seek approval of the Authority at least 10 Business Days in advance of any Communications or PR activity that it intends to undertake on its own behalf.
- 15.2.8 The Operator shall notify the Authority's Public Affairs Manager at least 4 weeks in advance of any external communications about significant service launches. If in doubt as regards whether an upcoming launch is deemed 'significant' please seek clarification from the Authority.
- 15.2.9 Where the Operator proposes to publish communications material in relation to fares, it shall do so subject to the prior approval of the Authority.

15.2.10 The Authority shall facilitate Operator communications in relation to the Services across its media channels.

### **15.3 Authority Communications**

15.3.1 The Authority shall provide a structured presentation at the Joint Operator Communications and Marketing group meeting to update the Operator and other PSO operators on its current Communications and Public Relations activity.

15.3.2 The Authority shall specify any promotional material it wishes to be displayed by the Operator on each of the Trains or Stations, the locations on the Trains or at Stations where it wishes to display such material from time to time by the Authority, and the dates during which it wishes to display such material, subject to the provision by the Authority of reasonable advance notice to the Operator.

15.3.3 The Operator shall arrange for the posting of promotional material to the requirements of the Authority on the Trains and at Stations, at the Operator's own cost.

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

15.3.5 The Operator shall facilitate any Authority communications on its website.

## **Schedule 16: Quality Management**

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

- 16.1.1 Irish Rail shall develop and implement a Quality Management System and associated Quality Management Plan. Irish Rail shall include proposals on how the Quality Management Plan shall be established, and the date of implementation, in the Operating Plan.
- 16.1.2 Irish Rail shall, in performing its obligations under the Agreement, comply at all times with the Quality Management Plan.
- 16.1.3 The Quality Management Plan shall reflect all documentation requirements including but not limited to the Safety Management System and the Operating Plan.
- 16.1.4 Irish Rail shall, from time to time, submit to the Authority:
- the results of any of the Operator's own internal quality audits; and
  - any changes to the Quality Management System or Quality Management Plan.
- 16.1.5 Irish Rail shall allow its Quality Management System and Quality Management Plan to be audited from time to time by the Authority.
- 16.1.6 Notwithstanding any other provision of this Schedule, Irish Rail shall provide to the Authority such information as the Authority may reasonably require demonstrating compliance with the Agreement.
- 16.1.7 The Quality Management System to be implemented by Irish Rail shall be based upon the following principles:
- (a) Appropriate procedures to achieve the requirements of the Agreement;
  - (b) Provision of relevant training for all levels of management, staff, agents, and contractors to implement and fulfil the requirements of the Agreement;
  - (c) Allocation of sufficient resources including appropriate management resources to implement and fulfil the requirements of the Agreement;
  - (d) Preparation and maintenance of appropriate quality records to demonstrate full compliance with the Quality Management System and customer requirements;
  - (e) Preparation and maintenance of appropriate organisational charts including a quality organisation chart to identify the responsibilities, authority and interrelation of all personnel who manage, perform and verify work affecting quality. This chart shall identify the Irish Rail 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 17.1.2
- 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 31<sup>st</sup> July of each year, the Operator shall submit a draft Annual Business Plan for the forthcoming Contract Year, containing outline information under all the headings in paragraph 17.2.1 and 17.2.2 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 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 each 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 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) Contract's 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

18.1.2 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), Commission for Railway Regulation, Railway Accident Investigation Unit, , Irish Rail Infrastructure Manager or successors, 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;
- (d) Records on condition of assets, including maintenance work undertaken on Authority Network Assets;
- (e) Training records;
- (f) Required Insurance Policies;
- (g) Records required to be kept pursuant to a Legal Requirement or the requirements of a Relevant Authority; and
- (h) 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.

18.1.3 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, regulatory bodies and public interest groups

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

18.1.5 Subject to Data Protection Law, 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.

18.1.6 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.

18.1.7 Subject to Data Protection Law, 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 Train Services Report**

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

18.2.2 The Train Services Report shall include for each Reporting Period a summary of:

- (a) key operational matters on the Network, identifying those within and outside the control of the Operator;
- (b) major infrastructural projects on or near the Network, affecting Services;
- (c) major Public Events on or near the Network, that affected Services;
- (d) human resource issues, including industrial relations disputes affecting, or with the potential to affect Services, and proposed measures to mitigate;
- (e) punctuality, subcategorised by Route and time in accordance with Table 19-1 of Schedule 19, including percentage of scheduled Services for each Route arriving "On time" at Destination Station and Intermediate Timing Station for DART and Commuter and as specified in Schedule 2, where "On time" is defined as:
  - a. Arriving within 5 minutes of Scheduled Arrival Time for Dart and Commuter services; and
  - b. Arriving within 10 minutes of Scheduled Arrival Time for Intercity and Regional Commuter services
- (f) summary of Delay minutes by Route and delay causes for significant delays
- (g) reliability, subcategorised by Route and time in accordance with Paragraph 19.1 & 19.2 of Schedule 19, including number of Scheduled Service Train Car Kilometres by Route:
  - a. cancelled;

- b. more than 30 minutes late arriving at Destination Station and Intermediate Timing Station(s) as relevant, and as specified in Schedule 2, disaggregated by morning peak, evening peak and off peak (DART and Commuter services);
  - c. more than 60 minutes late arriving at Destination Station and Intermediate Timing Station(s) as relevant, and as specified in Schedule 2 (Regional Services);
  - d. more than 120 minutes late arriving at Destination Station and Intermediate Timing Station(s) as relevant, and as specified in Schedule 2 (Intercity Services); and
  - e. percentage of scheduled Service Train Car Kilometres operated by Route.
- (h) number of customer contacts and response times, disaggregating by phone, email, on-line form, letter or other contact medium, and by complaint, query, suggestion or commendation, and by complaint or query category, and where appropriate by Service and time;
  - (i) Service, Station and time when Trains have been unable to pick up all passengers wishing to use a Service due to capacity constraints;
  - (j) use of passenger Train Car on a Service at variance to that specified in Schedule 2;
  - (k) operation of a Service with fewer than the number of Train Cars specified in Schedule 2;
  - (l) percentage availability of assistance for mobility impaired and disabled passengers on request;
  - (m) passenger lifts: details of lifts not operating correctly, including duration of inoperability
  - (n) passenger escalators: details of escalators not operating correctly, including duration of inoperability
  - (o) dealings with public liaison committees, public representatives and public interest groups;
  - (p) Services and locations where Operator delayed or withdrew Services due to anti-social behaviour or vandalism and the time and duration of the delay or withdrawal;
  - (q) summary of the status of all proposed Service Variations including proposed dates for implementation; and
  - (r) any other operational issues relevant to the performance of the Agreement or other items required by the Authority from time to time.
- 18.2.3 The Train Services Report shall be accompanied by a spreadsheet providing detail in relation to certain items above. The spreadsheet shall be submitted in electronic format in accordance with the reporting template contained in Annex A: "Period Train Services Report spreadsheet template" to this Schedule 18.
- 18.2.4 The spreadsheet referred to in paragraph 18.2.3 shall incorporate a record of Scheduled Service Train Car Kilometres not operated, identified by Service, together with a Reason Code for non-operation in each case,

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

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

18.3.2 The Report shall include for each Reporting Period and Route a summary of:

- (a) Passengers carried;
- (b) Fares revenue collected;
- (c) Revenue protection activities, including Standard Fares Notices issued and Standard Fares paid;
- (d) Prosecutions for fare evasion;
- (e) Ticket sales and ticket use by ticket type;
- (f) Cases when the Operator accepted other operator's tickets during Luas or bus service interruptions, and the number of passengers showing such tickets who were carried on Passenger Trains in each case; (IÉ confirmed contra-arrangement in place with Dublin Bus only)
- (g) Any other issues relevant to the performance of the Agreement or other items required by the Authority from time to time;

18.3.3 The Report shall be accompanied by a spreadsheet providing detail in relation to certain items above. The spreadsheet shall be submitted in electronic format, in accordance with the reporting template contained in Annex B: "Period Passenger, Revenue and Ticketing Report spreadsheet template" to this Schedule 18.

### **18.4 Quarterly Customer Service Performance Report**

18.4.1 The Operator shall, within 30 Business Days of the end of the previous Quarter, provide a Quarterly Customer Service Performance Report to the Authority on the following aspects of customer service during that Quarter, including:

- (a) Customer Service Centre opening hours: percentage of planned hours the contact centre was available to the public;
- (b) Customer Service Centre telephone response times: 80% of calls answered by a person within 20 seconds with a 4% abandonment rate;
- (c) Customer Service Centre written response times: percentage of written enquiries and complaints receiving a response (which may be a holding response or an acknowledgement) within 5 Business Days of receipt of letter, or within 1 Business Day of receipt of email;
- (d) Customer Services Centre written response times: percentage of written enquiries and complaints receiving full response within 10 Business Days;
- (e) customer information provision: percentage compliance with requirement for passenger timetable information to be available at least 10 Business Days prior to travel;



- (f) customer comments: summary of complaints, commendations and comments by category, including passenger rights claims;
- (g) summary of compensation payments made under passengers' charter by category;
- (h) availability of station staff: percentage of station staff hours by Station achieved against plan;
- (i) availability of station facilities: percentage of station facility hours against plan overall and by Station (waiting rooms, shelters, toilets, catering facilities);
- (j) ticket office opening hours: Percentage of planned ticket office opening hours achieved overall and by Station;
- (k) operation of self-service ticket machines, automatic ticket gates and validators: Incidents of inoperability recorded for each category, for overall network and by Station;
- (l) availability of planned electronic information provision at stations: Percentage of planned operating hours achieved overall and by Station;
- (m) Station cleaning: percentage of staffed stations cleaned daily, and percentage of unstaffed stations cleaned weekly;
- (n) Station graffiti removal: percentage of occasions where Graffiti removed within 48 hours of report (24 hours for offensive graffiti);
- (o) Station upkeep and repairs: percentage of minor repairs completed within 7 days of report (24 hours for safety related items);
- (p) Train cleanliness: percentage of Train cars which have undergone full interior and external cleaning within the previous 48 hours;
- (q) Train graffiti removal: percentage of occasions where Graffiti removed within 48 hours of report (24 hours for offensive graffiti);
- (r) Train heating: number of incidences where heating on passenger train cars not operating correctly;
- (s) Train lighting: number of incidences where lighting is not functioning correctly;
- (t) passenger Wi-Fi Services: percentage of services with Wi-Fi working on-board as advertised;
- (u) availability of on-board cycle facilities, percentage of services as advertised with usable on-board cycle facilities;
- (v) availability of catering facilities; catering facilities are available on board as advertised during journey;
- (w) availability of on-board electronic information; percentage of services with on-board electronic information (PID):
  - a. installed in each Train Car;
  - b. turned on;
  - c. displaying correct information; and

- d. legible;
- (x) availability of next-stop announcements on-board; percentage of services with next stop announcement facility that is:
  - a. available in each Train Car;
  - b. making announcements;
  - c. providing correct information; and
  - d. audible;
- (y) availability of seat reservation booking system: percentage availability at online booking stage by Route against plan and percentage of online bookings correctly displayed as reserved on-board Trains;
- (s) rail replacement bus services provided within the Quarter covering:
  - a. replacement services implemented for planned engineering work possessions; and
  - b. replacement services implemented for unplanned suspensions or significant curtailment of train services.

18.4.2 The Quarterly Customer Service Performance Report shall include a supporting spreadsheet, which shall be submitted in electronic format in accordance with the reporting template contained in Annex C: "Quarterly Customer Service Performance Report spreadsheet template" to this Schedule 18.

## **18.5 Quarterly Customer Service Quality Survey Report**

18.5.1 The Authority shall issue the Operator a Quarterly Customer 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 19.8 to 19.15 of Schedule 19: Performance Payments and Deductions, within 20 Business Days of the end of the previous Quarter. The Quarterly Service Quality Survey Report shall include mystery shopper survey results for:

- a. catering: percentage of Services with the full planned catering provision;
- b. seat reservations: percentage of Services with planned seat reservation facilities on-line, and percentage of Services with operational seat reservations on-board;
- c. Train cleanliness: Qualitative assessment of cleanliness of Train Cars including floors, seats, tables, toilets and other fixtures (at start of journey);
- d. Train heating: Qualitative assessment of temperature comfort of Train Car;
- e. ticket office opening hours: percentage of times when ticket office was observed as open during planned ticket office opening hours;
- f. Operation of self-service ticket machines, gatelines and validators (where present): percentage of times when operating during operating hours;
- g. ticket office queuing time: percentage of times that ticket office queuing time for tickets was less than 5 minutes (peak) or 3 minutes (off peak);

- h. ticket machine queuing time: Percentage of times that queuing time for ticket machine was less than 2 minutes;
- i. availability of planned station staff;
- j. availability of planned station facilities (waiting rooms, shelters, toilets, catering facilities);
- k. availability of planned electronic information provision at stations: Percentage of planned operating hours achieved;
- l. availability of static information provision: Percentage of stations with planned fixed signage and information displays (audit score); and
- m. availability of planned assistance for mobility impaired and disabled

## **18.6 Quarterly Service Quality Performance Report**

- 18.6.1 The Authority shall provide a Quarterly Service Quality Performance Report within 10 Business Days of receiving all necessary information for the Quarter, incorporating the results of the Quarterly Customer Service Performance Report, certain aspects of the relevant Period Train Services Reports and the Quarterly Customer Service Quality Survey Report and setting out details of Operator performance for that Quarter for each Service Quality Indicator measure, as set out in Table 19-2 of Schedule 19.
- 18.6.2 The Quarterly Service Quality Performance Report shall be accompanied by calculations of Service Quality payments 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.

## **18.7 Quarterly Operations Report**

- 18.7.1 The Operator shall, within 30 Business Days of the end of the previous Quarter, provide a Quarterly operations Report to the Authority on certain operational aspects of the Services, including a summary of:
- (b) fleet size, type, and age profile (at end of Quarter);
  - (c) a summary of safety performance (including vehicle collision and passenger accidents) and summary of security performance (including vandalism, trespass and anti-social behaviour);
  - (d) a summary of environmental performance during the previous Quarter, including energy consumption, fuel efficiency, waste generation and 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 to date; (
  - (e) any environmental complaints (including noise and vibration complaints) received
  - (f) A summary of Train Car maintenance performance, including daily numbers and percentages of traincars not in operational service due to maintenance requirements, by depot;

- (g) any significant issues related to the maintenance of Network Assets, including Trains and other equipment and infrastructure relating to the provision of Services; and
- (h) state of Network Assets, and any issues arising in relation to Network Assets that may affect provision of the Services. Reported by exception.

18.7.2 The Quarterly Operations Report shall include a supporting spreadsheet, which shall be submitted in electronic format in accordance with the reporting template contained in Annex D: "Quarterly Operations Report spreadsheet template" to this Schedule 18.

## **18.8 Quarterly Cost Report**

18.8.1 The Operator shall, within 30 Business Days of the end of the previous Quarter, provide a Quarterly Cost Report on costs incurred related to the provision of the Services for the previous Quarter.

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

- (a) Network access charges for track, stations and depots
- (b) rolling stock capital and non-capital leasing costs by vehicle class
- (c) Staff numbers and staff costs, including salaries, overtime, and salary-related overheads for:
  - i. Train drivers
  - ii. Train conductor/guards
  - iii. Station staff
  - iv. Customer Service Centre staff
  - v. Fleet maintenance staff
  - vi. Headquarters and outbased management staff by function;
- (d) rolling stock maintenance materials;
- (e) rolling stock maintenance sub-contracted costs;
- (f) Diesel fuel;
- (g) traction electricity for DART services;
- (h) other maintenance depot overhead costs;
- (i) commercial rental costs (e.g. office facilities);
- (j) utilities;
- (k) other overheads
- (l) Capital Expenditure review in accordance with Schedule 17

(m) Claims

- 18.8.3 The Quarterly Cost Report shall include a supporting spreadsheet, which shall be submitted in electronic format in accordance with the reporting template contained in Annex E: "Quarterly Cost Report spreadsheet template" to this Schedule 18.

**18.9 Annual Passengers in Excess of Capacity (PIXC) Performance Report**

- 18.9.1 The Operator shall undertake an annual Network-wide census of passenger numbers boarding and alighting at each station. The census shall be undertaken on a representative midweek date in November unless expressly agreed in advance with the Authority. The Operator shall submit a PIXC Performance report within 50 Business Days of undertaking the census. This report shall incorporate the following:

- Originating Station, Terminating Station, intermediate stops and scheduled Departure Time from Originating Station for each Service
- Train ID, number of Train Cars, motive power, vehicle class and seating and standing capacity for each Service
- Number of passengers boarding and alighting at each station for each Service
- Record of any delays to the Service of over 5 minutes in comparison to scheduled Departure Times from Originating Station or intermediate stations.

**18.10 Quarterly Punctuality and Lost Train Car Kilometre Performance Reports**

- 18.10.1 The Authority shall issue the Operator separate Quarterly Lost Train Car Kilometre and Significant Lateness and Punctuality Reports within 20 Business Days of the end of the previous Quarter, setting out the final results for Punctuality, Significant Lateness and Lost Train Car 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 18.9 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 not make any change in Report preparation methodology, and shall use the method of passenger, cost or revenue allocation to Routes set out in the approved Operating Plan, unless agreed otherwise in writing by the Authority.

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

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

**18.14 TOPS Data Provision**

18.14.1 The Operator shall record the departure and arrival time of each service at each Timing Point and provide this data to the Authority in an agreed format. This data shall be provided to the Authority on a weekly basis unless otherwise agreed.

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

Refer to Sharepoint site

<https://ntashare.nationaltransport.ie/external/Irish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%2029/SitePages/Home.aspx?RootFolder=%2Fexternal%2FIrish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029%2FShared%20Documents%2FExecution%2FSchedules%2FSchedule%20Annexes%2FSchedule%2018%20Annexes%2FAnnex%20A%20%2D%20Period%20Train%20Services%20Report%20spreadsheet%20template&FolderCTID=0x012000FD925BF550D2324C8D3BEA77F00761AB&View=%7B62C4D819%2D9DF0%2D4FE1%2DB92A%2D8FF0831D452F%7D> appended to this Agreement

**To follow**

**Annex B - Period Passenger, Revenue and Ticketing Report spreadsheet template**

Refer to Sharepoint site

<https://ntashare.nationaltransport.ie/external/Irish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%2029/SitePages/Home.aspx?RootFolder=%2Fexternal%2FIrish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029%2FShared%20Documents%2FExecution%2FSchedules%2FSchedule%20Annexes%2FSchedule%2018%20Annexes%2FAnnex%20B%20%2D%20Period%20Passenger%2C%20Revenue%20and%20Ticketing%20Report%20spreadsheet%20template&FolderCTID=0x012000FD925BF550D2324C8D3BEA77F00761AB&View=%7B62C4D819%2D9DF0%2D4FE1%2DB92A%2D8FF0831D452F%7D> appended to this Agreement

**To follow**

**Annex C- Quarterly Customer Service Performance Report spreadsheet template (to follow)**

Refer to Sharepoint site

<https://ntashare.nationaltransport.ie/external/Irish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%2029/SitePages/Home.aspx?RootFolder=%2Fexternal%2FIrish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029%2FShared%20Documents%2FExecution%2FSchedules%2FSchedule%20Annexes%2FSchedule%2018%20Annexes%2FAnnex%20C%20%2D%20Quarterly%20Customer%20Service%20Performance%20Report%20spreadsheet%20template&FolderCTID=0x012000FD925BF550D2324C8D3BEA77F00761AB&View=%7B62C4D819%2D9DF0%2D4FE1%2DB92A%2D8FF0831D452F%7D> appended to this Agreement

**To follow**

**Annex D: Quarterly Operations Report spreadsheet template**

Refer to Sharepoint site

<https://ntashare.nationaltransport.ie/external/Irish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%2029/SitePages/Home.aspx?RootFolder=%2Fexternal%2FIrish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029%2FShared%20Documents%2FExecution%2FSchedules%2FSchedule%20Annexes%2FSchedule%2018%20Annexes%2FAnnex%20D%20%2D%20Quarterly%20Operations%20Report%20spreadsheet%20template&FolderCTID=0x012000FD925BF550D2324C8D3BEA77F00761AB&View=%7B62C4D819%2D9DF0%2D4FE1%2DB92A%2D8FF0831D452F%7D> appended to this Agreement

**To follow**

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

Refer to Sharepoint Site

<https://ntashare.nationaltransport.ie/external/Irish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%2029/SitePages/Home.aspx?RootFolder=%2Fexternal%2FIrish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029%2FShared%20Documents%2FExecution%2FSchedules%2FSchedule%20Annexes%2FSchedule%2018%20Annexes%2FAnnex%20E%20%2D%20Quarterly%20Cost%20Report%20spreadsheet%20template&FolderCTID=0x012000FD925BF550D2324C8D3BEA77F00761AB&View=%7B62C4D819%2D9DF0%2D4FE1%2DB92A%2D8FF0831D452F%7D> appended to this Agreement.

**To follow**

## **Schedule 19: Performance Payments and Deductions**



## **19.1 Lost Train Car Kilometre Deduction**

- 19.1.1 The Operator shall be required to operate 100% of Scheduled Service Train Car Kilometres as specified in Schedule 2 (the “Operated Train Car Kilometres Standard”) in each Reporting Period.
- 19.1.2 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 Train Car Kilometres Standard, which is defined as 99.5% of Scheduled Service Train Car Kilometres for each Route in each Reporting Period.
- 19.1.3 The Operator is required to meet the Minimum Operated Train Car Kilometres Standard for each Route throughout the duration of the Agreement.
- 19.1.4 If a Service fails to operate, or does not operate fully according to the approved Timetable or set size, then the Operator shall record the Scheduled Service Train Car Kilometres not operated by that Trip (“Lost Train Car Kilometres”) and the cause of the Lost Train Car Kilometres, using the Reason Codes contained in Annex A to this Schedule 19. The Authority may from time to time supply a revised set of Authority Reason Codes for use by the Operator in this regard.
- 19.1.5 The Authority shall apply a deduction in contractual payments (a “Lost Train Car Kilometre Deduction”) for Scheduled Service Train Car Kilometres as specified in Schedule 2 falling below 99.5% that the Operator failed to operate in a Reporting Period, adjusting for Non-Deductible Lost Train Car Kilometres, in accordance with the provisions put in paragraph 19.5.
- 19.1.6 The Lost Train Car Kilometre Deduction shall be calculated by the Authority each Reporting Period using the data supplied by the Operator in the Period Train Services Report, subject to the provisions of paragraph 19.1 & 19.5.
- 19.1.7 The Authority shall notify the Operator of the Lost Train Car Kilometres Deduction for each Period within a relevant Quarter by the dates set out in Schedule 18.
- 19.1.8 The Lost Train Car Kilometres Deduction for each Reporting Period shall be the Deductible Lost Train Car Kilometres falling below the Minimum Operated Train Car Kilometres Standard for that Period multiplied by the Direct Price Per Scheduled Service Train Car Kilometre set out in Schedule 20, Indexed, where Lost Train Car Kilometres in a Period are under the Minimum Operated Train Car Kilometres Standard for the Scheduled Service Kilometres for the Period

## **19.2 Significant Lateness Deduction**

- 19.2.1 The Significant Lateness Deduction shall be applied on Routes where a Service arrives at particular Timing Points significantly later than the scheduled arrival time, to such an extent that the next scheduled Service on the Route is likely to already arrived at that Timing Point.
- 19.2.2 For DART and Commuter services as specified in Schedule 2, the threshold for significant lateness shall be over 30 minutes when compared with the scheduled arrival time at defined Timing Points specified in Schedule 2 Annex A.
- 19.2.3 For Regional services as specified in Schedule 2, the threshold for significant lateness shall be over 60 minutes when compared with the scheduled arrival time at defined Timing Points as specified in Schedule 2 Annex A.

- 19.2.4 For Intercity services, the threshold for significant lateness shall be over 120 minutes when compared with the scheduled arrival time at defined Timing Points as specified in Schedule 2 Annex A.
- 19.2.5 The Operator shall include in each Period Train Services Report a list of Services on each Route which operated later than the Significant Lateness threshold for the Route as specified in paragraph 19.2.2 to 19.2.4 above, and the cause of the Significant Lateness, using the Reason Codes contained in Annex A to this Schedule 19.
- 19.2.6 The Authority shall apply a deduction in contractual payments (a “Significant Lateness Deduction”) for each Scheduled Service Kilometre of a Service identified as Significantly Late, adjusting for Non-Deductible Reason Codes, in accordance with the provisions put in paragraph 19.5
- 19.2.7 The Significant Lateness Deduction for each Reporting Period shall be the Scheduled Service Train Car Kilometres identified as Significantly Late for that Period, multiplied by the 50% of the Direct Price Per Scheduled Service Train Car Kilometre set out in Schedule 20, Indexed.
- 19.2.8 The Significant Lateness Deduction shall be calculated by the Authority each Reporting Period using the data supplied by the Operator in the Train Services Report, subject to the provisions of paragraph 19.5.
- 19.2.9 The Authority shall notify the Operator of the Significantly Late Deduction for the previous Reporting Period, by the dates set out in Schedule 18.

### **19.3 Punctuality Performance Standard**

- 19.3.1 A minimum percentage of arrivals for a particular Route shall be required to operate to the On-Time Standard (as defined in paragraphs 19.3.3 to 19.3.5) on a Moving Annual Average basis, without the Operator being subject to a Punctuality Performance Deduction, in any one Reporting Period. These minimum percentages are set out in Table 19-1 of this Schedule, and they are defined as the “Punctuality Performance Standard” for that Route.
- 19.3.2 The Authority shall apply a deduction in performance payments (a “Punctuality Payment Deduction”) for the percentage of Scheduled Services on a Route, below the Punctuality Performance Standard, calculated on a Moving Annual Average basis, that fail to meet the On Time Standard, as specified in paragraphs 19.3.3 to 19.3.5 and Table 19-1, adjusting for Non-Deductible Service Delays.
- 19.3.3 For Intercity and Regional Services, the percentage of arrivals counted as meeting the On-Time Standard shall be calculated, by comparing the actual observed arrival times with the specified arrival times set out in the Timetable. A train will be regarded as meeting the Punctuality Performance Standard if it arrives at a specified Timing Point within ten minutes of the time specified in Schedule 2 Annex A.
- 19.3.4 For DART and Commuter services, the percentage of arrivals meeting the On-Time Standard shall be calculated, by comparing the actual observed arrival times from each Timing Point specified in Schedule 2 Annex A [Connolly], with the specified arrival times set out in the Timetable. A train will be regarded as meeting the On-Time Standard if it arrives at a specified Timing Point within five minutes of the time specified in Schedule 2 Annex A. For DART and Commuter services, deduction calculations shall be based on weekday AM and PM peaks individually as well as the overall daily performance.

- 19.3.5 The Punctuality Payment Deduction shall be calculated by the Authority each Reporting Period using the data supplied by the Operator in the Period Train Services Report, subject to the provisions of paragraph 19.3
- 19.3.6 The Authority shall pay an amount (the “Punctuality Performance Payment”) in respect of each Reporting Period, equivalent to 1.5% of the Maximum Period Payment, adjusted for the Punctuality Performance Deduction as set out in paragraphs 19.3.8 and 19.3.10 of this Schedule.
- 19.3.7 The Authority shall pay a Punctuality Incentive Payment in respect of each Reporting Period, up to a maximum of 3% of the Maximum Period Payment, as set out in paragraph 19.3.9 of this Schedule.
- 19.3.8 For each full 1% of departures below the Punctuality Standard that fail to operate to the On-Time Standard in a Reporting Period, a Punctuality Performance Deduction equivalent to 0.3% of the Maximum Period Payment for that Route shall be made by the Authority.
- 19.3.9 For each full 1% of times on a Route above the Punctuality Standard that services operate to the On-Time 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.
- 19.3.10 If the Punctuality Performance 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.
- 19.3.11 The Authority shall notify the Operator of the Punctuality Performance Deduction or the Punctuality Performance Incentive Payment for the each Period within a relevant Quarter, by the dates set out in Schedule 18.
- 19.3.12 The Punctuality Performance Standards as outlined in Table 19-1 below will be subject to review and possible adjustment after the first 12 months of the Contract and after each subsequent 12 months up to the Expiry Date. The Intercity Performance Standard will be subject to a specific review in the first Contract Year and prior to such a review and subsequent adjustment of that Performance Standard has been undertaken, the Punctuality Incentive Payment as detailed in paragraph 19.3.9 relating to any Intercity Route shall be suspended.

Ref	Indicator	Performance Standard	Performance Measurement Methodology (based on actual performance excluding force majeure.)
P1-1	Punctuality (Intercity Services – Dublin – Cork)	91% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving within 10 minutes of scheduled time at Timing Point(s) specified in Schedule 2 Annex A
P1-2	Punctuality (Intercity Services – Dublin - Limerick)	91% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving within 10 minutes of scheduled time at Timing Point(s) specified in Schedule 2 Annex A
P1-3	Punctuality (Intercity Services – Dublin -Belfast)	91% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving within 10 minutes of scheduled time at Timing Point(s) specified in Schedule 2 Annex A
P1-4	Punctuality (Intercity Services – Dublin -Galway)	91% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving within 10 minutes of scheduled time at Timing Point(s) specified in Schedule 2 Annex A
P1-5	Punctuality (Intercity Services – Dublin - Waterford)	91% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving within 10 minutes of scheduled time at Timing Point(s) specified in Schedule 2 Annex A
P1-6	Punctuality (Intercity Services – Dublin -Tralee)	91% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving within 10 minutes of scheduled time at Timing Point(s) specified in Schedule 2 Annex A
P1-6	Punctuality (Intercity Services – Dublin - Westport)	91% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving within 10 minutes of scheduled time at Timing Point(s) specified in Schedule 2 Annex A
P1-7	Punctuality (Intercity Services – Dublin -Sligo)	91% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving within 10 minutes of scheduled time at Timing Point(s) specified in Schedule 2 Annex A
P1-8	Punctuality (Intercity Services – Dublin - Rosslare)	91% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving within 10 minutes of scheduled time at Timing Point(s) specified in Schedule 2 Annex A
P2-1	Punctuality (Regional Services – Limerick – Galway)	94.6% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving within 10 minutes of scheduled time at Timing Point(s) specified in Schedule 2 Annex A
P2-2	Punctuality (Regional Services – Limerick – Ballybrophy)	94.6% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving within 10 minutes of scheduled time at Timing Point(s) specified in Schedule 2 Annex A

Ref	Indicator	Performance Standard	Performance Measurement Methodology (based on actual performance excluding force majeure.)
P2-3	Punctuality (Regional Services – Limerick Junction – Waterford)	94.6% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving within 10 minutes of scheduled time at Timing Point(s) specified in Schedule 2 Annex A
P2-4	Punctuality (Regional Services – Limerick – Limerick Junction)	94.6% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 10 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A
P2-5	Punctuality (DART Services AM Peak)	88.4% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A
P2-6	Punctuality (DART Services PM Peak)	88.4% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A
P2-7	Punctuality (DART Services Off-Peak)	88.4% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A
P2-8	Punctuality (Maynooth AM Commuter Peak)	88.4% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A.
P2-9	Punctuality (Maynooth PM Commuter Peak)	88.4% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A.
P2-10	Punctuality (Maynooth Commuter Off-Peak)	88.4% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A
P2-11	Punctuality (Northern Commuter AM Peak)	88.4% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A.
P2-12	Punctuality (Northern Commuter PM Peak)	88.4% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A.
P2-13	Punctuality (Northern Commuter Off-Peak)	88.4% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A.
P2-14	Punctuality (Heuston Commuter AM Peak)	88.4% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A.
P2-15	Punctuality (Heuston Commuter PM Peak)	88.4% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A.

Ref	Indicator	Performance Standard	Performance Measurement Methodology (based on actual performance excluding force majeure.)
P2-16	Punctuality (Heuston Commuter Off-Peak)	88.4% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A.
P2-17	Punctuality (Phoenix Park Tunnel Commuter AM Peak)	88.4% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A.
P2-18	Punctuality (Phoenix Park Tunnel Commuter PM Peak)	88.4% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A.
P2-19	Punctuality (Phoenix Park Tunnel Commuter Off-Peak)	88.4% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A.
P2-20	Punctuality (Cork – Mallow Commuter)	98.7% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A.
P2-21	Punctuality (Cork – Midleton Commuter AM Peak)	98.7% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A.
P2-22	Punctuality (Cork – Midleton Commuter PM Peak)	98.7% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A.
P2-23	Punctuality (Cork – Midleton Commuter Off-Peak)	98.7% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A.
P2-24	Punctuality (Cork – Cobh Commuter AM Peak)	98.7% (Weighted Average)	Percentage of Arrivals for Cork – Cobh Commuter Peak Services below Punctuality Standard, where service arrives On-Time, i.e. within 5 minutes of scheduled time at specified Timing Point(s), namely the destination.
P2-25	Punctuality (Cork – Cobh Commuter PM Peak)	98.7% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A.
P2-26	Punctuality (Cork – Cobh Commuter Off-Peak)	98.7% (Weighted Average)	Percentage of Services operating within Punctuality Standard, i.e. arriving <b>within 5 minutes</b> of scheduled time at Timing Point(s) specified in Schedule 2 Annex A.

Table 19-1: Punctuality Performance Standards

#### **19.4 Guaranteed Connection Standard**

- 19.4.1 The Operator is required to meet all the Guaranteed Connections set out in Schedule 2 (the “Guaranteed Connections Standard”).
- 19.4.2 The Operator shall report each failure to fulfil a Guaranteed Connection in each Reporting Period, as specified in Schedule 2. The Authority shall deduct €500 in respect of each failure by the Operator to fulfil a Guaranteed Connection.

#### **19.5 Non-Deductible and Deductible Lost Train Car Kilometres and Significant Lateness**

- 19.5.1 Non-Deductible Lost Train Car Kilometres means the total number of Scheduled Service Train Car 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 19.5.
- 19.5.2 Lost Train Car Kilometres that do not fall under the definition of Non-Deductible Lost Train Car Kilometres within the provisions of paragraph 19.5.1 are “Deductible Lost Train Car Kilometres”.
- 19.5.3 Non-Deductible Significant Lateness means the total number of Scheduled Service Kilometres that were operated Significantly Late by the Operator in any Reporting Period the cause 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 19.5.
- 19.5.4 Significant Lateness that do not fall under the definition of Non-Deductible Significant Lateness within the provisions of paragraph 19.5.3 are “Deductible Significant Lateness”.
- 19.5.5 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 rolling stock;
  - (c) Timetables which underestimate the time taken to traverse the Route; and
  - (d) late departures from Origin Station.
- 19.5.6 Where no Reason Code is provided by the Operator, the Lost Train Car Kilometres or Significant Lateness shall be treated as Deductible.
- 19.5.7 The claim for Non-Deductible Lost Train Car Kilometres or Significant Lateness may be verified by the Authority. The Authority in determining Non-Deductible Lost Train Car Kilometres or Significant Lateness 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.

## **19.6 Audit of data supplied in Train Service Report**

- 19.6.1 The Authority may undertake its own surveys of Services at various locations on the Network to monitor the reliability, capacity or punctuality performance of the Services.
- 19.6.2 In the event that the Authority identifies a discrepancy between the data provided by the Operator in the Period Train Services Report and accompanying spreadsheets as set out in Schedule 18, and the data recorded in its own surveys of Services referred to in paragraph 19.6, the Authority shall notify the Operator of the discrepancy and may adjust
- (a) the Lost Train Car Kilometre Deduction, or
  - (b) the Capacity Deduction, or
  - (c) the Punctuality Performance Deduction, or
  - (d) the Guaranteed Connection Deduction,
- as appropriate to take account of the discrepancy.
- 19.6.3 In advance of any such adjustment in accordance with paragraph 19.6.2, the Authority shall submit a document to the Operator setting out its methodology for the calculation of the adjustment amount.
- 19.6.4 The Operator shall, within 20 Business Days of notification by the Authority of a discrepancy in accordance with paragraph 19.6.3, submit a report to the Authority setting out
- (a) Reasons for the discrepancy;
  - (b) The extent to which the reasons for the discrepancy may have affected the recording or reporting of Lost Train Car Kilometres or Capacity or Punctuality or Guaranteed Connections Performance, not previously notified by the Authority per paragraph 19.6.3; and
  - (c) Remedial actions that the Operator will take to mitigate or eliminate the reasons for the discrepancy
- 19.6.5 Following review of the report referred to in paragraph 19.6.4 above, the Authority may further adjust the Lost Train Car Kilometres Deduction or Capacity Deduction or Punctuality Performance Deduction or Guaranteed Connection Deduction amounts, taking into account the findings of the report regarding the extent to which the discrepancy may have affected the recording or reporting of these data items.
- 19.6.6 In advance of any such further adjustment, the Authority shall submit a document to the Operator setting out its methodology for the calculation of the further adjustment amount.
- 19.6.7 The Authority reserves the right, by means of the contract Variation process set out in Schedule 23, to vary the methodology (for example, new or updated technology) for monitoring Lost Train Car Kilometre or punctuality performance or the Punctuality 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.



## **19.7 Services Interruptions and Data Exclusions**

- 19.7.1 Where a Services Interruption associated with 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 Lost Train Car 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.
- 19.7.2 A request for such exclusion of data (a “Data Exclusion”) in accordance with paragraph 19.7.1 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.
- 19.7.3 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.
- 19.7.4 The Authority shall consider such supplemental information and may issue a notice exempting the Services affected from Punctuality Payment Deduction calculations or Lost Train Car Kilometre Performance calculations, for the dates and times stated in the notice.

**19.8 Customer Service Quality Performance Deduction**

19.8.1 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 19.9 to 19.16 of this Schedule.

19.8.2 The results of the mystery shopper surveys, together with the information contained in the Period Train Services Report and Quarterly Customer Service Performance Report 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 and Table 19-3 below. In calculating the Service Quality performance, the Authority shall use methodologies set out for each Indicator in paragraphs 19.9 to 19.16 of this Schedule.

19.8.3 The Authority shall pay a Service Quality Performance Payment in respect of each Quarter, equivalent to 5% of the Maximum Quarterly Payment for that Quarter, adjusted for Service Quality Performance Deductions as set out in Table 19-2 and paragraphs 19.9 to 19.15 of this Schedule.

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

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

Service Quality Indicator	Maximum Deduction (% of Maximum Quarterly Payment)
Planned Scheduled Data Performance	0.05%
Leap Card Scheme Performance	0.05%
Train Facilities Performance	0.12%
Station Facilities Performance	0.12%
Customer Service Centre Performance	0.09%
Customer Information Performance	0.05%
Report Provision Performance	0.02%
<b>Total</b>	<b>0.5%</b>

Table 19-2: Service Quality Indicators and maximum deductions

19.8.6 The Operator shall monitor and report its performance in relation to each of the Service Quality Indicators as set out in Section 19.9 to 19.15, where it is indicated that Operator monitoring and reporting is required.

19.8.7 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 19.9 to 19.16, where it is indicated that Authority monitoring and reporting is required.

- 19.8.8 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.
- 19.8.9 The Authority reserves the right to audit any Operator reports in relation to Service Quality Indicators.

### 19.9 Journey Planner Data Performance

- 19.9.1 The Journey Planner Data Performance Maximum Deduction as set out in Table 19-3 is applied if more than 2 Performance Points are accumulated under this heading in any one Quarter. 50% of the Journey Planner Data Performance Maximum Deduction is applied if 2 Performance Points are accumulated under this heading in any one Quarter. No Journey Planner Performance Deduction is applied if less than 2 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 Planned Schedule Data and other data as required of the Operator as set out in Schedule 19 to the Authority in an agreed format at least 15 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 per failure

Table 19 -3: Planned Schedule Data performance indicators

**19.10 Leap Card Performance**

19.10.1 The Leap Card Performance Maximum Deduction as set out in Table 19-4 is applied if more than 15 Performance Points are accumulated under this heading in any one Quarter. 50% of the Leap Card Performance Maximum Deduction is applied if more than 8 and up to 15 Performance Points are accumulated under this heading in any one Quarter. No Leap Card Performance Deduction is applied if 8 or less Performance Points are accumulated under this heading in any one Quarter.

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

Table 19 -4: Leap Card performance indicators

### 19.11 Train Facilities Performance

19.11.1 The Train Facilities Performance Maximum Deduction as set out in Table 19-5 is applied if more than **TBC** Performance Points are accumulated under this heading in any one Quarter. 50% of the Train Facilities Performance Maximum Deduction is applied if more than **TBC** and up to **TBC** Performance Points are accumulated under this heading in any one Quarter. No Train Facilities Performance Deduction is applied if **TBC** or less Performance Points are accumulated under this heading in any one Quarter.

Ref	Indicator	Measure	Primary Source	Secondary Source	Performance Points
T-1	Train car Type (including number of seats and number of standing spaces for Train car Type)	Correct Train Cars for Service	Period Train Services Report (by exception)	Mystery Shop	TBC
T-2	Number of Train cars	Correct Number of Train cars for service	Period Train Services Report (by exception)	Mystery Shop	TBC
T-3	Destination displayed correctly on front of train and side of Train car	Correct destination for Service shown as specified in Schedule 2 Annex A and Schedule 3 Annex X	Mystery Shop		TBC
T-4	Passenger reservations shown on-board Train car	Reservation name and seat number displayed correctly at booked seat	Mystery Shop	Quarterly Customer Service Performance Report	TBC
T-5	Next stop announcements made on board	Next stop announcement facility is available, is made, is correct and is audible	Mystery Shop	Quarterly Customer Service Performance Report	TBC

T-6	Next stop displayed on board	Next stop display facility is available, is active, is correct and is legible	Mystery Shop	Quarterly Customer Service Performance Report	TBC
T-7	Toilet/washroom facilities on board	Availability, Cleanliness, functionality, availability of hot and cold water, paper, towels/dryer	Mystery Shop		TBC
T-8	Cycle facilities on-board	Cycle facilities are available on board as advertised (Intercity Only)	Quarterly Customer Service Performance Report (report by exception)	Mystery Shop	TBC
T-9	Catering Facilities on board	Catering facilities are available on board as advertised during journey	Quarterly Customer Service Performance Report (Report by Exception)	Mystery Shop	TBC
T-10	Assistance available for mobility impaired and disabled passengers on request	Train staff available to assist mobility impaired and disabled on request as advertised, including availability and activation of wheelchair ramp (Intercity Only)	Period Train Services Report		1 point per % below target (TBC%)
T-11	Passenger Wi-Fi services available on board	Wi-Fi services work as advertised during journey	Quarterly Customer Service Performance Report	Mystery Shop	1 point per % below target (TBC%)

T-12	Carriage Cleanliness	Carriage exterior, windows, floors, tables, seats and panels clean.	Mystery Shop	Quarterly Customer Service Performance Report	TBC
T-13	Carriage Heating	Heating is set at a comfortable level	Mystery Shop	Quarterly Customer Service Performance Report	TBC
T-14	Carriage Lighting	Lighting is on, and functioning correctly	Mystery Shop	Quarterly Customer Service Performance Report	TBC
T-15	Interaction with customer facing staff	Availability, politeness, helpfulness of staff in response to request for customer assistance/query (Intercity Only)	Mystery Shop		TBC

Table 19 -5: Train Facilities Performance Indicators

**19.12 Station Facilities Provision Performance**

19.12.1 The Station Facilities Performance Maximum Deduction as set out in Table 19-6 is applied if more than **TBC** Performance Points are accumulated under this heading in any one Quarter. 50% of the Station Facilities Performance Maximum Deduction is applied if more than **TBC** and up to **TBC** Performance Points are accumulated under this heading in any one Quarter. No Station Facilities Performance Deduction is applied if **TBC** or less Performance Points are accumulated under this heading in any one Quarter.

Ref	Indicator	Measure	Primary Source	Secondary Source	Performance Points
S-1	Station staff	Customer facing staff present as advertised, politeness, helpfulness of staff in response to request for customer assistance/query	Mystery Shop	Quarterly Customer Service Performance Report	TBC
S-2	Ticket Office services	(1) Ticket Office open as advertised (2) Ticket Office cash and credit card facility available (3) Waiting time for service	Mystery Shop	Quarterly Customer Service Performance Report	TBC
S-3	Customer Information Point services	(1) Customer information point open as advertised (2) Information request satisfactorily answered (3) Timetable leaflet for Services from Station available on request (18 stations) (4) Waiting time for service is less than 5 minutes (peak) and less than 3 minutes (other opening times)	Mystery Shop	Quarterly Customer Service Performance Report	TBC
S-4	Ticket Machines	(1) Are all ticket machines operating as advertised (2) Ticket Machine cash and credit card facility available (3) Waiting time for service is less than 3 minutes (4) Cleanliness of Ticket Machine	Mystery Shop	Quarterly Customer Service Performance Report	TBC
S-5	Station toilets	Availability, Cleanliness, functionality, availability of hot and cold water, paper, towels/dryer	Mystery Shop	Quarterly Customer Service Performance Report	TBC



S-6	Assistance available for mobility impaired and disabled passengers on request	Station staff available to assist mobility impaired and disabled on request as advertised, including availability and activation of wheelchair ramps	Quarterly Customer Service Performance Report	Mystery Shop	TBC
S-7	Passenger waiting room	(1) Passenger waiting room open as advertised (2) Cleanliness of seat, floors, walls, windows (3) Temperature comfort	Mystery Shop	Quarterly Customer Service Performance Report	TBC
S-8	Passenger shelter and platforms	(1) Passenger shelter facilities available as advertised (2) Cleanliness of shelters (3) Cleanliness of platforms	Mystery Shop.	Quarterly Customer Service Performance Report	TBC
S-9	Passenger Lifts	(1) Passenger lifts operating correctly (2) Cleanliness	Period Train Services Report See also S-18	Mystery Shop	TBC
S-10	Passenger Escalators	(1) Passenger escalators operating correctly (2) Cleanliness	Period Train Services Report See also S-18	Mystery Shop	TBC
S-11	Automatic Ticket Gates	Automatic Ticket Gates functioning correctly for paper and Leap tickets	Quarterly Customer Service Performance Report	Mystery Shop	TBC
S-12	Electronic Passenger Information	(1) Scheduled arrival and departure times available on concourse and platform screens as advertised (2) Real Time arrival and departure Information available on concourse and platform screens as advertised (3) Real Time arrival and departure Information available on concourse screens as advertised. (4) Onward travel information from station screens available on concourse exit as advertised (5) Actual departure time of sample Service is within +0 to +3 minutes of displayed Real Time information	Mystery Shop	Quarterly Customer Service Performance Report	TBC

S-13	Audio announcements (Stations)	(1) Audio announcements made regarding arrivals and departures in concourse and at relevant platform (2) Audio announcements with service disruption information made if delay to service of over 5 minutes (DART/Commuter) or over 10 minutes (intercity) occurs	Mystery Shop	Quarterly Customer Service Performance Report	TBC
S-14	Passenger Wi-Fi availability	Passenger Wi-Fi available and working as advertised	Quarterly Customer Service Performance Report	Mystery Shop	TBC
S-15	Customer Information Panels	(1) Timetable, Network map, Service map, Onward transport connections map and other Station Information available as advertised (2) Correct and current information is displayed	Mystery Shop	Quarterly Customer Service Performance Report	TBC
S-16	Station Cleanliness	Operator to record all instances and provide details of instances where stations have not been cleaned – manned (last 24hrs) and unmanned (last 3 days)	Quarterly Customer Service Performance Report	Mystery Shop	TBC
S-17	Station Repair	Minor public-facing station repairs to be repaired within 7 days; safety-critical repairs within 24 hours. (Operator to record all instances and provide details of response times under each category to Authority.)	Quarterly Customer Service Performance Report	Mystery Shop	TBC

Table 19-6: Station Facilities Performance Indicators

### **19.13 Customer Service Centre Performance**

19.13.1 The Customer Service Performance Maximum Deduction as set out in Table 19-7 is applied in full if over 20 Performance Points are accumulated under this heading in any one Quarter. 50% of the Customer Service Performance Maximum Deduction is applied if more than 10 and up to 20 Performance Points are accumulated under this heading in any one Quarter. No Customer Service Performance Deduction is applied if 10 or less Performance Points are accumulated under this heading in any one Quarter.

Indicator	Requirement	Performance points
CS.1 Customer Service Centre opening hours	<p>Customer Service Centre is open to receive customer telephone calls, emails and Tweets during advertised opening hours (set out in Schedule 13).</p> <p>Quarterly Customer Service 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.</p> <p>NTA Audits will apply.</p>	1 per failure
CS.2 Customer complaints acknowledge ment response times	<p>Operator to acknowledge complaints received from public within the following timescales of receipt</p> <ul style="list-style-type: none"> <li>- Letters – 5 Business Days</li> <li>- Emails – 1 hour</li> <li>- Tweets to @Irishrail – Tweet an acknowledgement with a link to Operator’s on-line complaints form within 30 minutes where necessary if complaint via twitter is not answered by return.</li> </ul> <p>Quarterly Customer Service Performance Report to contain percentage of instances where complaints acknowledged on time in previous Quarter for each case.</p> <p>NTA Audits will apply</p>	1 point per % below 99% in each case
CS.3 Customer complaints substantive response times	<p>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</p> <p>Quarterly Customer Service Performance 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 in previous Quarter.</p> <p>NTA Audits will apply</p>	1 point per % below 96%
CS.4 Customer Service Centre automated answer	<p>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).</p> <p>Quarterly Customer Service Performance Report to contain percentage of relevant calls answered on time by holding message in previous Quarter.</p> <p>NTA Audits will apply</p>	1 point per % below 99%
CS.5 Customer Service Centre person answer	<p>Operator to ensure 80% of calls to the Customer Service Centre are answered by a person within 20 seconds with a 4% abandonment rate.</p> <p>Quarterly Customer Service Performance Report to contain percentage of relevant calls answered on time by person in previous Quarter.</p> <p>NTA Audits will apply</p>	1 point per % below threshold.

Table 19-7: Key Performance Indicators – Customer Service Centre Performance

**19.14 Customer Information Performance**

19.14.1 The Customer Information Performance Maximum Deduction as set out in Table 19-8 is applied if over 12 Performance Points are accumulated under this heading in any one Quarter. 50% of the Customer Information Performance Maximum Deduction is applied if more than 6 and up to 12 Performance Points are accumulated under this heading in any one Quarter. No Customer Information Performance Deduction is applied if 6 or less Performance Points are accumulated under this heading in any one Quarter,

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

Indicator	Requirement	Performance Points
CI.1 Operator Website and App	<p>Operator to meet the following requirements</p> <p>a) Up to date customer facing content is provided on Operator Website and App in accordance with the Authority requirements including in relation to Journey Planning and Integrated Ticketing and Fares, and facilities available on board and including those set out Schedule 14 Section 3.</p> <p>b) Operator Website and app functionality to be in accordance with Authority functionality requirements including those set out in Schedule 14 Section 3</p> <p>c) Website and app design, including transport branding, to be in accordance with Authority requirements including those set out in Schedule 14.</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 and App 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.2 Operator Website availability	<p>Operator website and Apps to be available for customer use and fully functional 99.5% of time.</p> <p>Methodology: Operator to report in Quarterly Operations Report all instances where Operator Website or App was not available in previous Quarter, showing time of day and duration of unavailability. Results may be audited by ad-hoc Authority audits or by Quarterly Mystery Shopper survey (NTA).</p>	1 point for each % below 99.5%
CI.3 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.4 Advance announcement of fares changes	<p>Fares changes to be announced on the Operator Website and app as early as possible and not less than 10 Business Days in advance of the changes taking place.</p> <p>Methodology: Operator to report in Quarterly Operations Report all instances where Operator Website did not contain announcement of Fare changes 10 business days in advance of changes taking place.</p>	0.5 points for each day's delay in announcement

Table 19-8: Key Performance Indicators – Customer Information Performance

**19.15 Report Provision Performance**

19.15.1 The Report Provision Performance Maximum Deduction as set out in Table 19-9 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.1 Period Train Services Report	Operator to provide Report within 15 days of the end of the previous Period or 30 days of the end of each 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.2 Period Passenger, Revenue and Ticketing Report	Operator to provide Report within 15 days of the end of the relevant Period, or amended version of Report within 5 Business Days of being notified.	1 performance point per failure and for each day thereafter until Report provision.
R.3 Quarterly Customer Service Performance Report	Operator to provide Report within 15 days of the end of the relevant period or 30 days of the end of each Quarter as appropriate, or amended version of Report where required by Authority within specified timescale.	1 performance point per failure and for each day thereafter until Report provision.
R.4 Quarterly Operations Report	Operator to provide Report within 30 days of the end of the relevant Quarter, or amended version of Report within 5 Business Days of being notified	2 performance points per failure and for each day thereafter until Report provision.
R.5 Quarterly Cost Report	Operator to provide Report within 30 days of the end of the relevant Quarter, or amended version of Report within 5 Business Days of being notified	2 performance points per failure and for each day thereafter until Report provision.
R.6 Annual Business Plan	Operator to provide draft and final Annual Business Plans to Authority by specified date.	4 performance points for each day overdue.
R.7 Annual PIXC Report	Operator to provide Report within X days of undertaking rail census.	2 performance points per failure and for each day thereafter until Report provision.

Table 19-9: Key Performance Indicators – Report Provision Performance

## 19.16 Fare Evasion Deduction

19.16.1 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 28 days of the end of the relevant Quarter.

19.16.2 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 below.

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

19.16.4 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.

19.16.5 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:

$$\begin{aligned} \text{Fare Evasion Deduction} = \\ & (\text{Fares Revenue due for the relevant Quarter}) \times \\ & (\text{Fare Evasion Rate for the relevant Quarter} - \text{Permitted Fare Evasion Threshold}) \end{aligned}$$



## Annex A - Reason Codes

Category	Reason	Detailed Reason	
Lost Deductible	ST Staff	ST01	Absence / Late / Sickness
		ST02	Shortage of establishment
		ST03	Other
	MC Mechanical	MC01	Network Train breakdown
		MC02	No serviceable Network Train
		MC03	Other
	OD Other Deductible	OD01	Service cannot be operated to timetable
		OD02	Other – incl reason unknown / in doubt
		OD03	Train withdrawn from service due to faulty equipment
		OD04	Train withdrawn from service due to soiling
		OD05	Major signalling failure
		OD06	Train withdrawn from service due to serious vandalism
		OD07	Operational congestion affecting progression of train
Lost Non-deductible	TR Traffic	TR01	Blocked track due to traffic accident (emergency services called)
		TR02	Track closed / blocked due to bridge stike
	ON Other Non-deductible	ON01	Major incident – fundamental change to operation (emergency services called)
		ON02	Track closed / blocked due to severe weather conditions
		ON03	Anti-social behaviour/ assault on board Network Train – emergency services called - service withdrawn
		ON04	Accident/medical emergency on board Network Train - service withdrawn

**Schedule 20: Contract Charges 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 20.2.1 of this Schedule 20.

**Base Price Date** means 1 January 2020.

**Heavy Maintenance Charge** has the meaning given to it in paragraph 20.3.1 of this Schedule 20.

**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.

**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.

20.1.2 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 20.7 of Schedule 20 (Contract Charges and Indexation); and
- (b) payable in accordance with Schedule 21 (Payment Mechanism).

### 20.2 Services Charge

20.2.1 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<sub>rp</sub>** is the Services Charge payable in respect of a Reporting Period;

**ASC** is the Annual Services Charge (indexed in accordance with paragraphs 20.8 to 20.12 of this Schedule 20) which applies on the first day of the Reporting Period.

20.2.2 The allocation methodology used for each cost item is set out in in Annex A. The Operator shall not be permitted to amend the allocation methodology for any cost item without prior approval from the Authority.

- 20.2.3 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 Heavy Maintenance Charge

- 20.3.1 The Heavy Maintenance Charge payable in respect of a Reporting Period shall be the result of the following formula:

$$HMC_{rp} = \frac{AHMC}{13}$$

where:

**HMC<sub>rp</sub>** is the Heavy Maintenance Charge payable in respect of a Reporting Period;

**AHMC** is the Annual Heavy Maintenance Charge (indexed in accordance with paragraphs 20.8 to 20.12 of this Schedule 20) which applies on the first day of the Reporting Period.

### 20.4 Calculation of Annual Operating Charge

- 20.4.1 The Annual Operating Charge shall be the sum of

- (a) Annual Services Charge, indexed in accordance with section 20.8 to 20.13 of this Schedule 20

*Plus*

- (b) the price for approved Variations, itemised;

*Plus*

- (c) Annual Heavy Maintenance Charge, indexed in accordance with section 20.8 to 20.12 of this Schedule 20 plus the price for approved Variations, itemised, and indexed in accordance with the methodology set out in section 20.8 to 20.13 of this Schedule 20;

*Plus*

- (d) Payments for Capital Expenditure Projects approved for funding through the PSO Budget as outlined in Schedule 17

*Plus*

- (e) Any Payments related to Ancillary Services as outlined in Schedule 21

*Plus*

- (f) Reasonable Profit for that year as determined by the Authority

*less*

(g) Fares Revenues retained by the Operator prior to the Gross Cost Date

less

(h) adjustments for all other revenue for the previous Contract Year or Contract Years as contemplated under Schedule 22: Net Financial Effect Report,

less

(i) adjustments for any positive financial effects for the previous Contract Year or Contract Years as contemplated under Schedule 22: Net Financial Effect Report and Efficiency Incentive;

less

(j) 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 Efficiency Incentive;

and

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

20.4.2 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);

## 20.5 Direct Cost per Scheduled Train Car Kilometre

20.5.1 Table 20-1 shows the Direct Price per Scheduled Service Train Car Kilometre.

Table 20-1 – Direct Price Per Scheduled Service Train Car Kilometre	
Route	Unit Cost per Train Car Kilometre
<b><u>Intercity</u></b>	€
Dublin – Cork	€
Dublin – Limerick	€
Dublin – Tralee	€
Dublin – Galway	€
Dublin – Westport	€
Dublin – Waterford	€
Dublin - Belfast	€
Dublin – Sligo	€

Dublin – Rosslare	€
<b><u>Regional</u></b>	€
Limerick – Galway	€
Limerick – Ballybrophy	€
Limerick Junction – Waterford	€
Limerick – Limerick Junction	
<b><u>Commuter</u></b>	€
Maynooth Commuter	€
Northern Commuter	€
Heuston Commuter	€
Phoenix Park Tunnel Commuter	
Cork – Cobh / Mallow / Middleton	€
<b><u>DART</u></b>	€

## 20.6 Rates for Variations to Services

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

20.6.2 For the purposes of any Variation, the hourly rates for the provision of relevant staff are the rates set out in Table 20-2 (Hourly rates for service variations). The hourly rates for each staff type 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 20-2 – Hourly rates for service variations	
Category of Staff	Hourly Rate per Person
Train Drivers	€
Customer Service On Board (CSO)	€
Revenue Protection Officers	€
Station Staff	€

Station Controller	€
Driver Depot Controller	€
District Traction Executive	€
Mtce Engineering Craftworker	€
Mtce Day Craftworker	€
Mtce Shift Craftworker	€
Mtce Team Member R74	€
Mtce Team Member R75	€
Security – On Board	€
Security – Static	€

20.6.3 The hourly rates set out in Table 20-2 shall be subject to an indexation adjustment in accordance with paragraph 20.11.2.

20.6.4 Table 20-3 and 20-4 shows the fuel rate for Variations to Services, which shall be subject to indexation. The rate includes VAT payable but not recoverable by the Operator.

Table 20-3 – Fuel rates for service variations					
Train Type	Train Size	Litres per vehicle	Litres per KM	Cost Per Litre	Cost Per Train KM
De Dietrich	7			€	€
Mark IV	8			€	€
DMU Railcar	1			€	€
InterCity Railcar	1			€	€

Table 20-4 – DART Traction rate for service variations		
Train Type		Cost / KW Hr
DART		€

## 20.7 Supporting Information

20.7.1 Table 2 shows that element of the Operator's Annual Heavy Maintenance Charge relating to the maintenance charge (at Base Price Date) by Train type. The Operator shall provide an annual review of the costs outlined in Table 2 in July of each year or as required by then Authority.



Table 2 – Annual Maintenance charge by Train type				
Network Train type	Year of Manufacture	Parts €	Labour €	Total €
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	€	€	€
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	€	€	€
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	€	€	€
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	€	€	€
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	€	€	€
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	€	€	€
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	€	€	€
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	€	€	€
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	€	€	€
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	€	€	€
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	€	€	€
<b>Total</b>				€

20.7.2 Table 3 shows that element of the Operator's Annual Services Charge relating to the fuel charge (at Base Price Date) by Train type.

Table 3 – Annual fuel charge by Train type				
Train 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
<b>Total</b>			l	

- 20.7.3 The charges in Tables 2 and 3 shall be used in the event of an Authority Variation in accordance with Clause 29.3 (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 29.3(d), insofar as any such difference is directly referable to the change in specification of a Train.

**Part 2 – Indexation****20.8 Indexation**

20.8.1 To the extent that paragraphs 20.1 to 20.7 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 Charge payable during such Contract Year;
- AF<sub>RD</sub>** is Applicable Factor determined in accordance with paragraphs 20.8 to 20.1 of Schedule 20 in respect of a Review Date for a Contract Year; and
- BA<sub>BD</sub>** is the amount of the Charge (expressed as of the Base Price Date) identified in paragraph 20.2 of this Schedule 20 as to be indexed.

**20.9 Applicable Factor**

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

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

where:

- AF<sub>RD</sub>** is the Applicable Factor for a Review Date;
- CPF<sub>RD</sub>** is the Consumer Price Factor for the Indexation Month prior to such Review Date determined in accordance with paragraph 20.10;
- EF<sub>RD</sub>** is the Employment Factor for the Relevant Quarter prior to such Review Date determined in accordance with paragraph 20.11; and
- FF<sub>RD</sub>** is the Fuel Factor for the Review Date determined in accordance with paragraph 20.12.
- TF<sub>RD</sub>** is the Traction Factor for the Review Date determined in accordance with paragraph 20.13.

**20.10 Consumer Price Factor**

20.10.1 Consumer Price Factor for an Indexation Month shall be determined in accordance with the following:

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

where:

- CPF<sub>RD</sub>** is the Consumer Price Factor for an Indexation Month, expressed as a decimal to three decimal places;
- CPI<sub>RD</sub>** is the Consumer Price Index 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<sub>BD</sub>** is the number 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 or Annual Heavy Maintenance Charge to be indexed by reference to the Consumer Price Index.

## 20.11 Employment Factor

20.11.1 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<sub>RD</sub>** is the Employment Factor for a Relevant Quarter, expressed as a decimal to three decimal places;
- EHECS<sub>RD</sub>** 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 Contract Year for which the calculation is being made;
- EHECS<sub>BD</sub>** 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 or Annual Heavy Maintenance 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 under Table HEQ03.

20.11.2 Where the hourly rates for drivers or Revenue Protection Officers associated with Variations as set out in paragraph 20.6.2, 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 drivers or Revenue Protection Officers associated with Variations, payable during such Contract Year;

**EHECS<sub>RD</sub>** has the same meaning as defined in paragraph 20.11.1;

**EHECS<sub>BD</sub>** has the same meaning as defined in paragraph 20.11.1; and

**HD** is the hourly rate for drivers or Revenue Protection Officers associated with Variations, (expressed as of the Base Price Date) identified in paragraph 20.6.2.

## 20.12 Fuel Factor

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

$$FF_{RD} = ( \text{Fuel Price of the current year} / \text{Fuel Price of the prior year} ) \times FP$$

Where

**FF<sub>RD</sub>** Is the Fuel Factor for a Relevant Quarter, expressed as a decimal to three decimal places;

**FP** is the 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 20.12

20.12.2 The Fuel Price Calculation shall be in accordance with the following methodology.

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 Rail                | €/litre                  |
| (g) | Carbon tax Rail                      | currently €/Ltr          |
| (h) | Marker Dye Rail                      | currently €/Ltr          |

- (i) VAT rate rail currently 13.50%
- (j) VAT non recoverable % rail currently 82.00%

20.12.3 The following table sets out the basis of calculation for the Rail Fuel Price.

ITEM	DESCRIPTION	FUNCTION	UNIT OF MEASURE	RAIL 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 below)	/	\$/€	
<b>S1</b>	<b>Subtotal {(A+B)/C}/D</b>		<b>€</b>	
E	Logistics	+	€/Litre	
F	Customs & Excise*	+	€/Litre	
G	Carbon*	+	€/Litre	
H	Marker Dye & Fuel Additive Rail	+	€/Litre	
I	VAT % of A above*	*	%	
J	VAT non recoverable %*		%	
<b>S2</b>	<b>Subtotal (S1*I *J)</b>			
	<b>TOTAL RAIL [S1+E+F+G+H +S2]</b>			

\* 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.

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

Current Month	Cover for Requirement	Current Month	Cover for Requirement
	of		of
Jul-19	Jan-21	July-20	Jan-22
Aug-19	Feb-21	Aug-20	Feb-22
Sep-19	Mar-21	Sep-20	Mar-22
Oct-19	Apr-21	Oct-20	Apr-22
Nov-19	May-21	Nov-20	May-22
Dec-19	June-21	Dec-20	June-22
Jan-20	July-21		
Feb-20	Aug-21		
Mar-20	Sep-21		
Apr-20	Oct-21		
May-20	Nov-21		
June-20	Dec-21		

The Jan 21 forward price per tonne is determined on 15<sup>th</sup> July 2019. 8.33% of this price is included in the calculation of the 2021 fuel cost per tonne.

The Feb 21 forward price per tonne is determined on 15<sup>th</sup> August 2019. 8.33% of this price is included in the calculation of the 2021 fuel cost per tonne

This process continues such that the budget unit price for 2021 fuel is finalised on 15<sup>th</sup> June 2020 i.e. being 8.33% of each monthly price taken in respect of each month in 2021

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

20.12.6 The exchange rate (referred to as D in the fuel price calculation formula) 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.

20.12.7 The Operator shall comply with its obligations under Section 21.4 (Diesel Rebate Scheme).

### 20.13 Traction Factor

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

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

Where

<b>TF<sub>RD</sub></b>	Is the Traction Factor for a Relevant Quarter, expressed as a decimal to three decimal places;
<b>CPI<sub>RD</sub></b>	is the Consumer Price Index for 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;
<b>CPI<sub>BD</sub></b>	is the number for energy products, published by the Central Statistics Office for the Indexation Month of June prior to the Base Price Date; and
<b>TP</b>	is the Traction Percentage, expressed as a decimal to three decimal places. The Traction Percentage means the percentage of the Annual Services Charge to be indexed by reference to this Section 20.13



**Annex A: Breakdown of Annual Services Charge and Annual Heavy Maintenance Charge**

Refer to Sharepoint site

<https://ntashare.nationaltransport.ie/external/Irish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029/SitePages/Home.aspx?RootFolder=%2Fexternal%2FIrish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029%2FShared%20Documents%2FExecution%2FSchedules%2FSchedule%20Annexes%2FSchedule%2020%20Annexes&FolderCTID=0x012000FD925BF550D2324C8D3BEA77F00761AB&View=%7B62C4D819%2D9DF0%2D4FE1%2DB92A%2D8FF0831D452F%7D> appended to this Agreement



## **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.

**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.

**Heavy Maintenance Charge** has the meaning given to it in paragraph 20.3 of Schedule 20 (Contract Charges and Indexation).

**Lost Train Car 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 21.19.7.

## 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) Other 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 Train Car 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 where applicable, 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 third Reporting Period to commence after either 31 March, 30 June, 30 September or 31 December.

- (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 where applicable 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 in which such Rebate Claim Date falls.

#### **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, the Heavy Maintenance Charge payable in respect of that Reporting Period 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 Train Car Kilometres Deduction**

21.12.1 The Lost Train Car 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 Train Car 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 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 21.19.2 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, 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](mailto:accounts@nationaltransport.ie)

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 this 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 2029, the period from 1<sup>st</sup> January 2029 to 30<sup>th</sup> November 2029.
- 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 2029, the period from 1<sup>st</sup> January 2029 to 30<sup>th</sup> November 2029, 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 (viii) below) including heavy maintenance costs and 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. Lost Train Car Kilometre deductions made by the Authority
    - viii. 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) Annual Heavy Maintenance Charge, indexed in accordance with Schedule 20 for the previous Contract Year;
  - (e) Reasonable Profit for that Contract Year;
  - (f) Payments related to Variations in that Contract Year;
  - (g) All other revenues received by the Operator associated with the provision of the Services, such as advertising revenue, Train hire for non-PSO purposes etc., and Infrastructure Access Charge payments.

- (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 28<sup>th</sup> February with final financial statements provided by 31<sup>st</sup> 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 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 Train Operations Staff (Train Drivers, Customer Service Officers, Station Staff, Maintenance Staff), maintenance and fuel / electrical power required to implement the proposed Variation, based on the prices set out in Schedule 20, Tables 3 and 4, 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 Operating 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 Operating 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 Operating 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 Operating Charge 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).

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 Operating 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 Operating 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**

<b>Authority Variation Notice</b>	
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	

<b>Operator Variation Notice</b>  Operator to complete and submit to Authority for approval in advance of issue of an Authority Variation Order	
Contract name	
Operator Variation Notice Number	
Reason for proposed Variation	
Description of proposed Variation in sufficient detail to enable the Operator to conduct a detailed impact analysis and provide the Variation Response in accordance with paragraph 23.4 of Schedule 23	
Where a Timetable alteration is proposed as part of the Variation, provide a Timetable Alteration Request (using proforma in Schedule 2 Annex E) for each proposed alteration.	
Impact of the proposed Variation on the Annual Operating Charge	
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)	
Notice issue date	

## Operator Variation Response

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

Contract name	
Operator Variation Response Number	
Relevant Operator Variation Notice Number(s) (if applicable)	
Relevant Authority Variation Notice Number(s) (if applicable)	
Reason for proposed Variation	
Description of proposed Variation in sufficient detail to enable the Operator to conduct a detailed impact analysis and provide the Variation Response in accordance with paragraph 23.4 of Schedule 23	
Where a Timetable alteration is proposed as part of the Variation, provide a Timetable Alteration Request (using proforma in Schedule 2 Annex E) for each proposed alteration.	
Impact of the proposed Variation on the Annual Operating Charge	
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	

<b>Variation Order</b>	
Authority to issue to Operator in advance of implementation of Variation	
Contract name	
Variation Order Number	
Relevant Operator Variation Notice Number (s) (if applicable)	
Relevant Authority Variation Notice Number (s) (if applicable)	
Relevant Operator Variation Response Number (s) (if applicable)	
Reason for proposed Variation	
Is relief from compliance with any Operator obligations under this Agreement given during the implementation of the proposed Variation?  (if yes, provide details)	
Specify any additional Variations required to implement this Variation Order	
Variation Price (if applicable)	
Index to be applied to Variation Price (if applicable)	
Approved change to 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	
Signed	

**Annex B: - Route Pricing and Resourcing Form**

Refer to Sharepoint site

<https://ntashare.nationaltransport.ie/external/Irish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029/SitePages/Home.aspx?RootFolder=%2Fexternal%2FIrish%20Rail%20Direct%20Award%20Contract%202019%20%E2%80%93%202029%2FShared%20Documents%2FExecution%2FSchedules%2FSchedule%20Annexes%2FSchedule%2023%20Annexes&FolderCTID=0x012000FD925BF550D2324C8D3BEA77F00761AB&View=%7B62C4D819%2D9DF0%2D4FE1%2DB92A%2D8FF0831D452F%7D> appended to this agreement

**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 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
6 (Plans)	6.4 Operating Plan submission	60 Business Days after Commencement Date

Schedule	Section	Implementation date
1	Network Description	1.1.12 – Operational Supervision and Control Strategy Plan 60 Business Days after Commencement Date
2	Service Specification	2.4.2 Train Specification Capacity Requirements Use 2019 PIXC Data to specify Service capacity requirements for implementation for KPIs from P3 2020.
4	Operating Plan	4.1 Operating Plan submission 60 Business Days after Commencement Date
5	Operations Management	5.5 Action during Service Interruptions P1 2020
8	Ticketing and Fares Collection	8.2.2 Payment Card Industry (PCI) Data Security Standard (DSS) compliance Compliance from beginning of Q2 2020
		8.16.3 Ticket transaction data From the agreed date in the project plan as outlined in Paragraph 25.3.1 of Schedule 25
		8.16.5 Ticket transaction reports From the agreed date in the project plan as outlined in Paragraph 25.3.1 of Schedule 25
		8.17.1 Handling of discrepancies From the Gross Cost Date
		8.19.7 Lodgement of Fares Revenue From the Gross Cost Date
		8.20 Calculation of Fares Revenue to be lodged in PSO Revenue Account From the Gross Cost Date
		8.21 Adjustments for Ticket Cancellations From the Gross Cost Date

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

Schedule		Section	Implementation date
		8.22 Misallocation of Fares Revenue	From 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 Date
		9.5.1 Record of 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 Fixed Penalty Notice Commission	From Gross Cost Date
12	Management of Security	12.2 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
		13.3.6 Annual Accessibility Report	First Annual Accessibility Report to be provided in March 2021 and no later than each March thereafter
		13.3.7 Quarterly Accessibility Report	From Q2 2020 and each reporting Quarter thereafter
		13.8.1 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
		13.9.4 Twitter response times in line withn Customer Contact Centre opening hours	From Q2 2020
14	Customer Information Plan	14.9 Annual Customer Information Plan	To be included with the Operating Plan
		Annex D 1.1f – polling rates	From 1 <sup>st</sup> January 2021

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

Schedule		Section	Implementation date
		Annex D 1.1i – information on cancellations, curtailments and additional services	From Q3 2020
15	Communications and Public Relations	15.1 Annual Marketing, 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
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 <sup>st</sup> 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 Train Services Report submission	15 Business Days after the first Reporting Period in 2020 and each Reporting Period thereafter
		18.3 Passenger, Revenue and Ticketing Report submission	15 Business Days after the first Reporting Period in 2020 and each Reporting Period thereafter
		18.4 Quarterly Customer Service Performance Report	30 Business Days after the first Quarter and each Quarter thereafter
		18.5 Issuance of Quarterly Service Quality Survey Report by the Authority	20 Business Days after the first Quarter and each Quarter thereafter
		18.6 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.
		18.7 Quarterly Operations Report	30 Business Days after the first Quarter and each Quarter thereafter
		18.8 Quarterly Cost Report	30 Business Days after the first Quarter and each Quarter thereafter
		18.9 Annual Passengers in Excess of Capacity (PIXC) Performance Report	30 Business Days after undertaking the survey in November of each Contract Year
		18.10 Quarterly Punctuality and Lost Train Car Kilometre Performance Reports by Authority	30 Business Days after the first Quarter and each Quarter thereafter
		18.11 Quarterly Fare Evasion Survey Report by Authority	20 Business Days after the first Quarter and each Quarter thereafter
		Annex A: Period Train Services Report spreadsheet template	From P1 2020

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

Schedule		Section	Implementation date
		Annex B – Period Passenger, Revenue and Ticketing Report spreadsheet template	From P1 2020
		Annex C – Quarterly Customer Service Performance Report spreadsheet template	From Q1 2020
		Annex D – Quarterly Operations Report spreadsheet Template	From Q1 2020
		Annex E – Quarterly Cost Report spreadsheet template	From Q1 2020
19	Performance Payments and Deductions	19.1 The Lost Train Car Kilometres Deduction	From the first Reporting Period in 2020 and each Reporting Period thereafter
		19.2 The Significant Lateness Deduction	From the first Reporting Period in 2020 and each Reporting Period thereafter
		19.3 Punctuality Performance Standard	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 Guaranteed Connection Standard	Following revision to Annex A of Schedule 2 by means of a Variation
		19.8 Customer Service Quality Performance Deduction	From the first Quarter in 2020 and each Quarter thereafter
		19.9 Planned Scheduled Data Performance	From the first Quarter in 2020 and each Quarter thereafter
		19.10 Leap Card Performance	From the first Quarter in 2020 and each Quarter thereafter
		19.11 Train Facilities Performance	From the third full Quarter after commencement of Mystery Passenger Surveys and each subsequent Quarter thereafter
		19.12 Station Facilities Performance	From the third full Quarter after commencement of Mystery Passenger Surveys and each subsequent Quarter thereafter
		19.13 Customer Service Centre Performance	From the first Quarter in 2020 and each Quarter thereafter
		19.14 Customer Information Performance	From the first Quarter in 2020 and each Quarter thereafter
		19.15 Report Provision Performance	From the first Quarter in 2020 and each Quarter thereafter
		19.16 Fare Evasion Deduction and Incentives	From the Gross Cost Date
20	Contract Charges and Indexation	20.2 Services Charge applies	From 1 <sup>st</sup> January 2020
		20.3 Heavy Maintenance Charge applies	From 1 <sup>st</sup> January 2020
		20.4 Annual Operating Charge	From 1 <sup>st</sup> January 2020
		20.5 Direct Cost per Scheduled Train Car Kilometre	Detail to be provided by the Operator by 31 <sup>st</sup> December 2019.



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

Schedule		Section	Implementation date
			Updated costs by Route to be provided by Q4 2020
		20.6 Rates for Variations to Services	From 1 <sup>st</sup> January 2020
		Tables 2– Annual Maintenance charge by Train type	Detail to be provided by Operator for each vehicle type and age by 31 <sup>st</sup> December 2019
		Table 3 – Annual Fuel charge by Train type	Detail to be provided by Operator for each vehicle type and age by 31 <sup>st</sup> December 2019
		Annex A – Breakdown of Annual Services Charge	High-level breakdown from 1 <sup>st</sup> January 2020. Updated costs including costs by Route to be provided by Q4 2020
21	Payment Mechanism	21.7 Implementation of Base Period Payments	From 1 <sup>st</sup> January 2020
		21.8 Implementation of Punctuality Payment Deductions	From 1 <sup>st</sup> January 2020
		21.9 Implementation of Punctuality Incentive Payments	From 1 <sup>st</sup> January 2020 for Regional, Commuter and DART. Intercity subject to review.
		21.12 Implementation of Lost Train Car Kilometre Deductions	From 1 <sup>st</sup> 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 any relevant Service Level Agreement
		21.17 Capital Expenditure Payment	From 1 <sup>st</sup> 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
		25.3.2 AVL Data	From the agreed date in the project plan as outlined in Paragraph 25.3.2 of Schedule 25
31	Cyber Security	31.8 Mobilisation Plan	To be submitted by end Q1 2020

## **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.
- 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.
- 
- 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.
- This obligation is in addition to any other requirement within this Agreement.

#### 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 request, 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.

**Schedule 26: Not Used**

## **Schedule 27: Insurances**



**27.1 Insurance requirements**

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

Type of Insurance	Minimum Insurance Level
Damage to 3rd party property	Six million, five hundred thousand euro (€6,500,000) in respect of any one accident*
Public Liability	Six million, five hundred thousand euro (€6,500,000) in respect of any one accident
Employers' Liability	The Operator self-insures its Employers Liability risks.

\*Non-exempt Road Vehicles limit is €1.3m

**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).

**27.3 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: Not Used**

## **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' train 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:

1. The Operator shall not copy production data to a test or development server without the approval of the Operator's Data Protection Officer.
2. The Operator shall implement the Authority's appropriate data retention policies, as provided by the Authority to the Operator.
3. 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.
4. The Operator shall implement appropriate and agreed quality assurance processes to ensure accuracy of such personal data processed on behalf of the Authority.
5. Where consent is the basis for processing such personal data, the Operator shall implement consent capture / recording processes.
6. The Operator shall ensure data protection scripts and recording processes used are compliant with Data Protection Law.
7. 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.
8. 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.
9. 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).
10. 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.
11. 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.
12. 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 a 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"> <li>• audio files (phone calls to or from designated customer contact numbers only);</li> <li>• text files (all comments, complaints, queries and responses made via website, emails, tweets, Facebook comments, direct messages etc.);</li> <li>• documents (all comments, complaints, queries and responses by letter);</li> <li>• forms (all comments, complaints and queries made via contact report);</li> <li>• producing reports (lost property - identify and contact owner);</li> <li>• collecting, hosting, storage, access, using, reporting and backup of personal data; including in a database;</li> <li>• making refunds and contacting individuals in respect of lost property;</li> <li>• analysis, monitoring and reporting in relation to the Services.</li> </ul>
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 7 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).
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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"><li>• to discourage delinquent and anti-social behaviour;</li><li>• to deter and detect crime, including theft and criminal damage;</li><li>• to maintain the safety and security of all employees, customers, members of the public, buses, premises and property;</li><li>• to assist in the recollection of, investigation of or evidence of events relating to an incident or accident.</li></ul>
The type of personal data being processed	<p>The monitoring, recording, holding and processing of images of distinguishable individuals; being passengers and public on or near bus, and staff.</p>
Nature of relationship:- controller, processor, or joint controllers	<p>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.</p>

**30.4 Passenger Wi-Fi**

The subject matter and duration of the processing	Provision of wifi 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 wifi 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 wifi 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 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"> <li>• Online contact forms;</li> <li>• Online recruitment forms;</li> <li>• Standard fare payment system and penalty payment system which includes receipt of credit card details;</li> <li>• Maintain record of payments;</li> <li>• Monitor usage through cookies, IP addresses and Google Analytics.</li> </ul>
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"> <li>• Customer Care personal data (refer to paragraph 30.2 of this Schedule 30 (Customer Care ));</li> <li>• Standard Fares personal data (refer to paragraph 30.9 of this Schedule 30 (Fixed Payment Notice),</li> </ul> <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"> <li>• accessibility panels and reporting for service provision;</li> <li>• dealings with public consultations, public liaison committees, public representatives, regulatory bodies and public interest groups.</li> </ul>
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. 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"> <li>• recording incidents;</li> <li>• producing evidence of incidents;</li> <li>• maintaining a data base;</li> <li>• dealing with incidents;</li> <li>• liaising with individuals involved in incidents and their representatives.</li> </ul>
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 passenger trains, 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	TOPS and schedule data which may include Train ID, Driver ID.
Nature of relationship:- controller, processor, or joint controllers	The Authority and Operator are separate controllers.





**30.9 Standard Fares / Fixed Payment Notice**

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 (Postal order / bank draft/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 Fixed Payment Notice 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: Cyber Security**

### 31.1 IT Security Management Solution

31.1.1 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.

31.1.2 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).

31.1.3 The Operator shall agree projects and milestones of the ISMS with the Authority on an annual basis.

31.1.4 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

31.1.5 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.

## **31.2 Security Governance and Risk Management:**

31.2.1 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.

31.2.2 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.

31.2.3 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.

31.2.4 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.

31.2.5 The Operator shall test the design of the mitigating controls prior to their introduction and regularly thereafter test the effectiveness of such controls.

31.2.6 The Operator shall implement, manage and maintain the mitigating controls minimise the effects of such risks to the provision of the Services.

31.2.7 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 mitigating measures that are being put in place to compensate for under-investment.

### **31.3 Data Management and Security**

31.3.1 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.

31.3.2 The Operator shall put in place processes and procedures to ensure security (physical and technological) of all data related to the Services.

31.3.3 The Operator shall maintain a Data Breach Management Plan and update the plan annually.

31.3.4 The Operators shall rehearse the Data Breach Management Plan on an annual basis.

### 31.4 IT Security Management Services

- 31.4.1 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
- 31.4.2 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.
- 31.4.3 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.
- 31.4.4 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"> <li>- full read and write access to files;</li> <li>- remote execution of commands; or</li> <li>- presence of backdoors.</li> </ul>
4 – Critical	High	Vulnerability allowing potential host access or control or potential sensitive data leakage, including: <ul style="list-style-type: none"> <li>- full read access to files;</li> <li>- potential backdoors; or</li> <li>- listing of Customers on the host.</li> </ul>
3 – Serious	Medium	Vulnerability allowing easy access to host, including: <ul style="list-style-type: none"> <li>- partial disclosure of files content;</li> <li>- access to some files on the host;</li> <li>- directory browsing; or</li> <li>- DOS or unauthorised service access.</li> </ul>
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.

- 31.4.5 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.
- 31.4.6 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.



31.4.7 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.

31.4.8 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.

31.4.9 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.

31.4.10 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.

31.4.11 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.

31.4.12 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.

31.4.13 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.

31.4.14 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.

31.4.15 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.

31.4.16 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.

**31.5 Infrastructure Resilience**

- 31.5.1 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.
- 31.5.2 The Operator shall test the Disaster Recovery strategy annually and share any key findings with the Authority;
- 31.5.3 The Operator shall review the Disaster Recovery strategy with the Authority on an annual basis, incorporating any key findings and observations from the testing.

### **31.6 Supplier Security Reviews**

31.6.1 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;

31.6.2 The Operator shall review the security of its key suppliers at a frequency specified in the ISMS.

31.6.3 The Operator shall work with their suppliers to continuously drive an improvement in the security posture.

### 31.7 Security Reporting

31.7.1 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.

31.7.2 The Operator shall cooperate with the Authority in facilitate a review or audit of any or all parts of the systems.

### **31.8 Effective Mobilisation Date**

31.8.1 The Operator shall submit a draft mobilisation plan, including programme and associated costs, to the Authority for the effective mobilisation of the security services as defined in this schedule within the first quarter of 2020.

31.8.2 Within 10 Business Days of receipt of this plan, the Authority shall either approve the plan, reject the plan or respond to the draft plan with required amendmends.

31.8.3 The Operator shall include the following in the plan

- 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;

31.8.4 The latest operational date for initial implementation of the network segregation is 9 months after approval of the mobilisation plan by the Authority. Initial implementation will consist of the network establishment and a plan to move the respective applications into the segregated network.

- 31.8.5 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 32: Commercial Advertising**



## **17.1 Commercial Advertising**

32.1.1 The Operator shall be entitled to place commercial advertising on the Trains.

32.1.2 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 Trains;
- (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 Trains where commercial advertising would be permitted;
- (d) dimensions of any panels required for the posting of commercial advertising on the Trains; and
- (e) acceptable content of such commercial advertising.

## **17.2 Operator advertising and promotional material**

32.1.3 If the Operator wishes to post or otherwise advertise its own promotional material on any of the Trains 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.

32.1.4 The Authority shall at its absolute discretion approve, require amendments or reject an Operator proposal for the advertising of its own promotional material

