

## **TENDERED PUBLIC SERVICE CONTRACT**

imposing public service obligations to secure the  
provision of certain public bus services in the  
Dublin Commuter Area

## **Schedules**

Version 4.0

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**Schedule 1:            Network Description**

## 1.1 General Description of the Network

- 1.1.1 The Network consists of the Services operating on the bus routes (“Routes”) listed in Annex A to Schedule 2: Service Specification .
- 1.1.2 The Route start points and end points and intermediate stopping points (“Stops”) and operating times for the Services are set out in Annex A to Schedule 2.
- 1.1.3 Network Buses are buses used by the Operator in the provision of the Services. The specification for Network Buses is set out in Schedule 3: Network Bus Specification.
- 1.1.4 Network Assets are any infrastructure and equipment (including the Operator Properties, Authority Network Assets, Network Buses and associated equipment), required by the Operator, and managed by the Operator, to provide the Services.
- 1.1.5 Authority Network Assets are those Network Assets that are provided to the Operator by the Authority for the operation of the Services. Authority Network Assets include Network Buses and associated equipment, including Ticketing Equipment and AVL Equipment. Services operate in Dublin City Council, South Dublin County Council, Kildare County Council, Offaly County Council and Laois County Council, . The Operator is responsible for seeking formal approval of the relevant local authority for the use of the Stops set out in Annex A to Schedule 2 by the Services in advance of the Commencement Date. The Authority will provide all reasonable assistance required by the Operator in obtaining and maintaining approval of the relevant local authority.
- 1.1.6 Stops are generally marked by a pole and/or a shelter. Certain Stops have been designed to facilitate access to the Services by the mobility and visually impaired. Certain Stops are fitted with shelters. Travel information panels are mounted on certain poles and shelters. In addition, there are commercial advertising panels on most shelters.
- 1.1.7 The Authority or its agent is responsible for the maintenance of Stop infrastructure and Stop customer information at all Stops used by the Services. The National Transport Authority or its agent is currently responsible for the maintenance of shelters at Stops.
- 1.1.8 The Routes are served by a variety of single deck low floor wheelchair accessible bus types, , as specified in Schedule 3: Network Bus Specifications.
- 1.1.9 Single and return journey bus tickets and one day paper tickets are sold on board the Network Bus to customers paying with cash. No other tickets shall be sold on board the Network Bus without prior approval of the Authority in writing as part of a contract Variation as set out in Schedule 23. The Operator is not responsible for the sale of Leap Card or any other period tickets. There are Smart Card Validators (SCVs) on the Network Bus ticket machines, as set out in Schedule 8: Ticketing and Fares Revenue, to validate Leap Card and and PSC Passes.
- 1.1.10 It is the responsibility of the Operator to provide, operate and maintain all Network Assets, as set out in Schedule 3: Network Bus Specification and Schedule 11: Operation and Maintenance of Network Assets.
- 1.1.11 The following are the main electronic control and communications systems that shall be used by the Operator in operating the Services:
  - (a) Ticketing Equipment, consisting of

- (i) Driver ticket machine (TGX Console), which incorporates a Smart Card Validator and associated software as provided by the Authority
    - (ii) Any other equipment, including communications equipment and computer hardware and software required by the Operator, to ensure efficient and secure operation of the Ticketing Equipment and to ensure that ticketing data is provided in a timely manner and in the format required by the Authority
  - (b) AVL System, consisting of
    - (i) AVL Equipment and associated software as provided by the Authority
    - (ii) Any other communications equipment and computer hardware and software required by the Operator, to ensure AVL data is provided in a timely manner and in the format required for use by
      - (1) the central Control Room
      - (2) Passenger information display systems
      - (3) the AVL Data Management System and the Performance Monitoring System
      - (4) Traffic signal bus priority systems
  - (c) Closed Circuit Television (CCTV) monitoring and recording system
- 1.1.12 In advance of the Operating Commencement Date, the Operator shall provide a central Control Room for the operational management of the Services at a site to be agreed with the Authority. It is the responsibility of the Operator to maintain the Control Room and all systems associated with it.
- 1.1.13 The Operator shall submit an Operational Supervision and Control Strategy Plan that sets out the strategy, policies and practices proposed to manage operations, including in a live Control Room environment, to
- (a) ensure that Services operate in a reliable and punctual manner and meet the reliability and punctuality service Performance Standards; and
  - (b) manage the Services during periods of traffic congestion, disruptions to the Services, including Services Interruptions.
- 1.2 Traffic Signals and Junctions**
- 1.2.1 The Network passes through the administrative area of two local authorities, as set out above. Each local authority is responsible for the provision and maintenance of traffic signals and bus priority infrastructure within its administrative area, and for the approval of Stops for the Services.
- 1.2.2 Bus priority is currently provided along sections of various road corridors over which the Services operate.

- 1.2.3 At certain signal controlled road junctions the AVL System provided by the Authority may interface with the road traffic controller to afford a level of priority to Network Buses. The Operator is responsible for ensuring the AVL System on board each bus communicates with the traffic signals so that bus priority can be provided at junctions where required.

## **Schedule 2:      Service Specification**



## 2.1 Routes and Stops

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

## 2.2 Hours of Service, Headways and Departure Times

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

## 2.3 Running Times and Layover Times

- 2.3.1 For the purpose of developing a Timetable, the Operator should
  - a. carefully check existing running times for different times of day, days of week and seasons of year to ensure that they are appropriate for the traffic conditions
  - b. refer to historical performance data records where available
  - c. take into account the availability and location of Bus Layover facilities as set out in Annex D to this Schedule 2.
- 2.3.2 The Operator should consider if school and college summer holiday schedules, incorporating running time reductions, are appropriate on certain routes.

## **2.4 Timetable**

2.4.1 The Operator shall prepare a Timetable for each Route, which meets the service specification requirements set out in Annex A to this Schedule 2 as a minimum, as follows:

- (a) Monday to Friday (excluding public holidays)
- (b) Saturday
- (c) Sundays and Public Holidays

2.4.2 The Timetable shall show, for each Trip, the scheduled Departure Time from the Originating Stop, scheduled Departure Times from each intermediate Stop set out in Annex A to this Schedule 2, and scheduled arrival time at the Terminating Stop.

2.4.3 The Timetable, shall be provided in the spreadsheet format set out in Annex A to this Schedule 2, and shall be included in Annex B of this Schedule 2.

2.4.4 The Operator shall provide Planned Schedule Data, which is consistent with the Timetable, in the format specified in Annex A of Schedule 9: AVL Data Provision.

2.4.5 The Operator shall operate the Services in accordance with the Timetable throughout the Contract Period.

2.4.6 Either party shall submit any proposed alteration to a Timetable (including alterations requiring a Variation to Service Specification) to the other Party for approval, using the form set out in Schedule E to this Schedule 2, at least 30 Business Days in advance of proposed implementation, or exceptionally a shorter timescale, with the prior agreement of the Authority.

2.4.7 The Authority may approve or reject the proposed Timetable alteration, or it may require modifications to the proposed Timetable alteration within 10 Business Days or if the alteration requires a Variation to Service Specification in accordance with Schedule 23 (Variations)..

## **2.5 Timing Points**

2.5.1 Each Stop on each Route shall be a Timing Point, for the purposes of assessing punctuality performance as set out in Schedule 19: Performance Payments and Deductions, unless the Parties agree otherwise, and a revised set of agreed Timing Points is issued by the Authority to the Operator.

## **2.6 Changes to Services**

2.6.1 The Operator may at any time request, or the Authority may require, changes to the Service Specification during the Contract Period. These may include, but may not be limited to, changes to:

- (a) Routes
- (b) Stop locations
- (c) Stop names

- (d) Service frequencies
  - (e) Hours of operation
- 2.6.2 Any changes of the type set out in 2.6.1 (a) to 2.6.1 (e) constitute Variations. The mechanism for Variations is set out in Schedule 23.
- 2.6.3 Any proposed service changes by the Operator further to paragraph 2.6.1 above shall be submitted to the Authority for approval at least 30 Business Days in advance of implementation and, where the change requires a Timetable alteration, shall be accompanied by a Timetable Alteration Request as set out in Annex E to Schedule 2 and, where the change constitutes a Variation, shall be accompanied by an Operator Variation Notice as set out in Annex A to Schedule 23. The Operator shall provide the following information in its submission for each Stop, or proposed Stop:
- (a) Existing location and/or proposed location (accuracy within 3 metres);
  - (b) Existing name(s) and/or proposed name(s);
  - (c) Existing bus services stopping (and/or services proposed to stop) at Stop, including services operated by other operators where relevant.
- 2.6.4 The Operator may propose temporary changes, removals or additions to Stop names or locations as required, taking into account roadworks or other incidents that are likely to result in a requirement to divert Services or remove or relocate Stops for a limited time period.
- 2.6.5 Any proposed service changes by the Operator of the type set out in paragraph 2.6.4 above shall be submitted to the Authority for approval at least 15 Business Days in advance of implementation and, where the change requires a Timetable alteration, shall be accompanied by Timetable Alteration Request as set out in Annex E to Schedule 2. In cases where the Operator is first notified or becomes aware of roadworks or other third party incidents affecting Services on a date, which means that submission of proposed changes 15 Business Days in advance of implementation is unachievable, the Operator shall immediately inform the Authority, and shall submit proposed service changes and any necessary Timetable Alteration Request to the Authority for approval within 5 Business Days of the date of first being notified or becoming aware of the requirement to divert Services.
- 2.6.6 In the event of approval by the Authority of service changes as part of a Variation or for any other reason, the Operator shall provide the Authority, with:
- (a) a new Timetable in the format specified in and in Annex A of Schedule 2 for inclusion in Annex B of this Schedule 2, at least 20 Business Days in advance of Timetable implementation, or exceptionally a shorter time period where agreed with the Authority;
  - (b) Planned Schedule Data incorporating the new Timetable, in the format specified in Schedule 9: AVL Data Provision at least 15 Business Days in advance of Timetable implementation or exceptionally a shorter time period where agreed with the Authority;

**Annex A: Schedule Specification**

**2A1: Departure Times from Originating Stops**

Refer to digital file << Schedule 2 Annex A1 Departure Times from Originating Stops\_19 July2018.xlsx>> saved on the USB key appended to this Agreement.

**2A2: Guaranteed Connection Points**

**NOT USED**

**Annex B: Timetable**

Refer to digital file << Schedule 2 Annex B Timetable\_19July2018.xlsx>> saved on the USB key appended to this Agreement, for the template version to be completed at contract award stage

## **Annex C1 & C2: Route Description**

**C1: Journey pattern summary:** Summary table containing each bus route number, pattern number, code of each pattern, the total length of each pattern and the number of stops contained on each pattern.

Refer to digital file << Schedule 2 Annex C Route Description\_19July2018.xlsx>> saved on the USB key appended to this Agreement.

## **C2: Inter-stop distances**

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

Refer to digital file << Schedule 2 Annex C Route Description\_19July2018.xlsx >> saved on the USB key appended to this Agreement.

**Annex D: Network Bus Layover Locations**

Refer to digital file <<Schedule 2 Annex D Layover locations\_19July2018.pdf>> saved on the USB key appended to this Agreement.



**Annex E: Timetable Alteration Request Form**

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

## **Schedule 3:      Network Bus Specification**

### **3.1 Network Bus specifications**

3.1.1 Annex A of this Schedule 3 sets out the route specific Network Bus specifications for certain Routes.

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

- (a) display of notices and signage as required by Authority from time to time, including, without prejudice to the generality of the foregoing, information regarding the conditions of carriage and conduct of passengers, a notice providing operator name and contact details and a notice indicating that the bus is operated under contract to the National Transport Authority, to a design, size and location inside or on the exterior the Network Bus as set out in Annex C of this Schedule 3. or as agreed with the National Transport Authority
- (b) on board electronic next stop sign displays and provision of audio announcements of next stop in the Irish and English Languages;
- (c) display of current single cash and Leap Card fares for the route to the requirements of the Authority;
- (d) Ticketing Equipment that satisfies the requirements in Schedule 8: Ticketing and Fares Collection and Schedule 11: Operation and Maintenance of Network Assets.
- (e) On board equipment supporting the Automatic Vehicle Location System ("AVL System") that satisfies the requirements in Schedule 9: AVL Data Provision and Schedule 11: (Operation and Maintenance of Network Assets);
- (f) CCTV equipment that satisfies the requirements set out in Schedule 11: Operation and Maintenance of Network Assets;
- (g) Passenger Wifi equipment that satisfies the requirements set out in Schedule 11: Operation and Maintenance of Network Assets;
- (h) Livery to the Authority's requirements, including Transport for Ireland branding with the required dimensions and colours at locations on the exterior or interior of the Network Bus as required by the Authority as set out in Annex B to this Schedule 3;

### **3.2 Variations to Network Bus Specifications**

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

- (a) accessibility, luggage or buggy space requirements;
- (b) engine emission standards;
- (c) notices to be displayed on board or outside the Network Bus;
- (d) on board audio announcements;
- (e) on board passenger information display units and content;

- (f) on board equipment, including CCTV, ticketing and Wifi equipment, and AVL equipment that forms part of the AVL System;
- (g) passenger capacity (wheelchair, seated and standing);
- (h) number of passenger doors;
- (i) Operator or Transport for Ireland branding, and its location ;
- (j) Livery;
- (k) On board signage.

The mechanism for Variations is set out in Schedule 23.

### **3.3 Operation of Network Buses**

- 3.3.1 The Operator shall operate the Services using the Network Buses and associated equipment, livery and signage, as specified in Annex A, Annex B and Annex C of this Schedule 3, and in Schedule 11.
- 3.3.2 The Operator shall operate and maintain Network Buses in a good condition, and in accordance with the requirements set out in Schedule 11: Operation and Maintenance of Network Assets and in accordance with Clause 10: Network Licence.
- 3.3.3 The Operator shall not permit the operation of the Network Buses or use the associated equipment, or display the livery and signage as specified in Annex B and Annex C of this Schedule on any services, other than the Services specified in this Agreement, without the prior agreement of the Authority.
- 3.3.4 The Operator shall operate all of the Services with the Network Buses provided by the Authority, unless otherwise agreed in advance with the Authority as set out in paragraphs 3.3.5 to 3.3.6 below.
- 3.3.5 If the Operator expects to be unable to operate any of the Services with the Network Buses provided by the Authority, the Operator shall inform the Authority in advance, at the earliest opportunity, and submit a Network Bus Remedial Plan to the Authority setting out:
  - (a) The reasons for the anticipated inability to provide the service(s) with the Authority Network Buses;
  - (b) Which service(s) are affected, and the dates when it is anticipated they will be affected;
  - (c) The Network Buses or associated equipment, required to operate the service(s)
  - (d) Proposed remedial actions, which may include:
    - i. Provision by the Operator of substitute buses or associated equipment that meet the specifications for the service(s), as set out in Annex A, Annex B and Annex C of this Schedule 3, or in Schedule 11: Operation and Maintenance of Network Assets; and/or

- ii. Request for Authority to provide additional Network Bus fleet or associated equipment, that meets the specifications for the service(s), as set out in Annex A, Annex B or Annex C of this Schedule 3, or in Schedule 11: Operation and Maintenance of Network Assets

- (e) Costs to the Operator, where appropriate, of implementing the proposed remedial actions

3.3.6 The Authority shall review the Network Bus Remedial Plan and may reject the Plan, approve the Plan, or approve the Plan subject to amendment.

3.3.7 The Operator shall not operate the Network Buses for the provision of any other service, without the prior approval of the Authority, otherwise than in accordance with this Agreement. For the avoidance of doubt, the Operator shall be permitted to use the Network Buses for training purposes.

**Annex A: Route specific Network Bus requirements**

<b>Schedule 3 Annex A Table A1: Network Buses Fleet Composition</b>			
<b>Fleet Element</b>	<b>Year of Registration</b>	<b>Bus Type</b>	<b>No</b>
Single Deck Coach	2019	Volvo/Sunsundegui	22
Double Deck Coach	2018	VDL Futura FDD2 low entry chassis. Double Deck Coach	13
<b>Total</b>			<b>35</b>

Schedule 3 Annex A Table A2: Network Buses Fleet Specification																		
Veh ID Single or Double Deck?	Numb er	Typ e	Reg Year	Reg No	Seats		Standin g	Engine Standard	Passanger Doors	CCTV Screen On Board	Next Stop Announc e	Next Stop PID D/stairs	Next Stop PID U/stairs	Exterior N/S route Number Display	Exterior nearside destinati on Display	Luggage Space Front LS	Wheelchair Space	Buggy Space
					Lower	Upper												
SD	22		2019	TBC	49	N/A	N/A	Euro 6	1	Y	Y	Y	N/A	Y	Y	Y	Y	Y
DD	1		2018	181D8447	19	59	N/A	Euro 6	2	Y	Y	Y	Y	Y	Y	Y	Y	Y
DD	2		2018	181D8449	19	59	N/A	Euro 6	2	Y	Y	Y	Y	Y	Y	Y	Y	Y
DD	3		2018	181D8452	19	59	N/A	Euro 6	2	Y	Y	Y	Y	Y	Y	Y	Y	Y
DD	4		2018	181D12043	19	59	N/A	Euro 6	2	Y	Y	Y	Y	Y	Y	Y	Y	Y
DD	5		2018	181D12044	19	59	N/A	Euro 6	2	Y	Y	Y	Y	Y	Y	Y	Y	Y
DD	6		2018	181D12045	19	59	N/A	Euro 6	2	Y	Y	Y	Y	Y	Y	Y	Y	Y
DD	7		2018	181D13260	19	59	N/A	Euro 6	2	Y	Y	Y	Y	Y	Y	Y	Y	Y
DD	8		2018	181D17731	19	59	N/A	Euro 6	2	Y	Y	Y	Y	Y	Y	Y	Y	Y
DD	9		2018	181D17735	19	59	N/A	Euro 6	2	Y	Y	Y	Y	Y	Y	Y	Y	Y
DD	10		2018	181D19534	19	59	N/A	Euro 6	2	Y	Y	Y	Y	Y	Y	Y	Y	Y
DD	11		2018	181D19537	19	59	N/A	Euro 6	2	Y	Y	Y	Y	Y	Y	Y	Y	Y
DD	12		2018	181D19538	19	59	N/A	Euro 6	2	Y	Y	Y	Y	Y	Y	Y	Y	Y
DD	13		2018	181D24916	19	59	N/A	Euro 6	2	Y	Y	Y	Y	Y	Y	Y	Y	Y

Schedule 3 Annex A Table A3: Network Buses Route Allocation		
Route	Origin-Destination	Bus Type
120	Dublin-Edenderry	Single Deck/Double Deck (Note 1)
120C	Enfield-Tullamore	Single Deck
123	Dublin-Kilmeague	Single Deck
124	Dublin-Portlaoise	Single Deck
126	Dublin-Rathangan	Single Deck/Double Deck (Note 2)
130	Dublin-Kilcullen	Single Deck

**Note 1:** Route 120 services below shall be operated with double deck vehicles

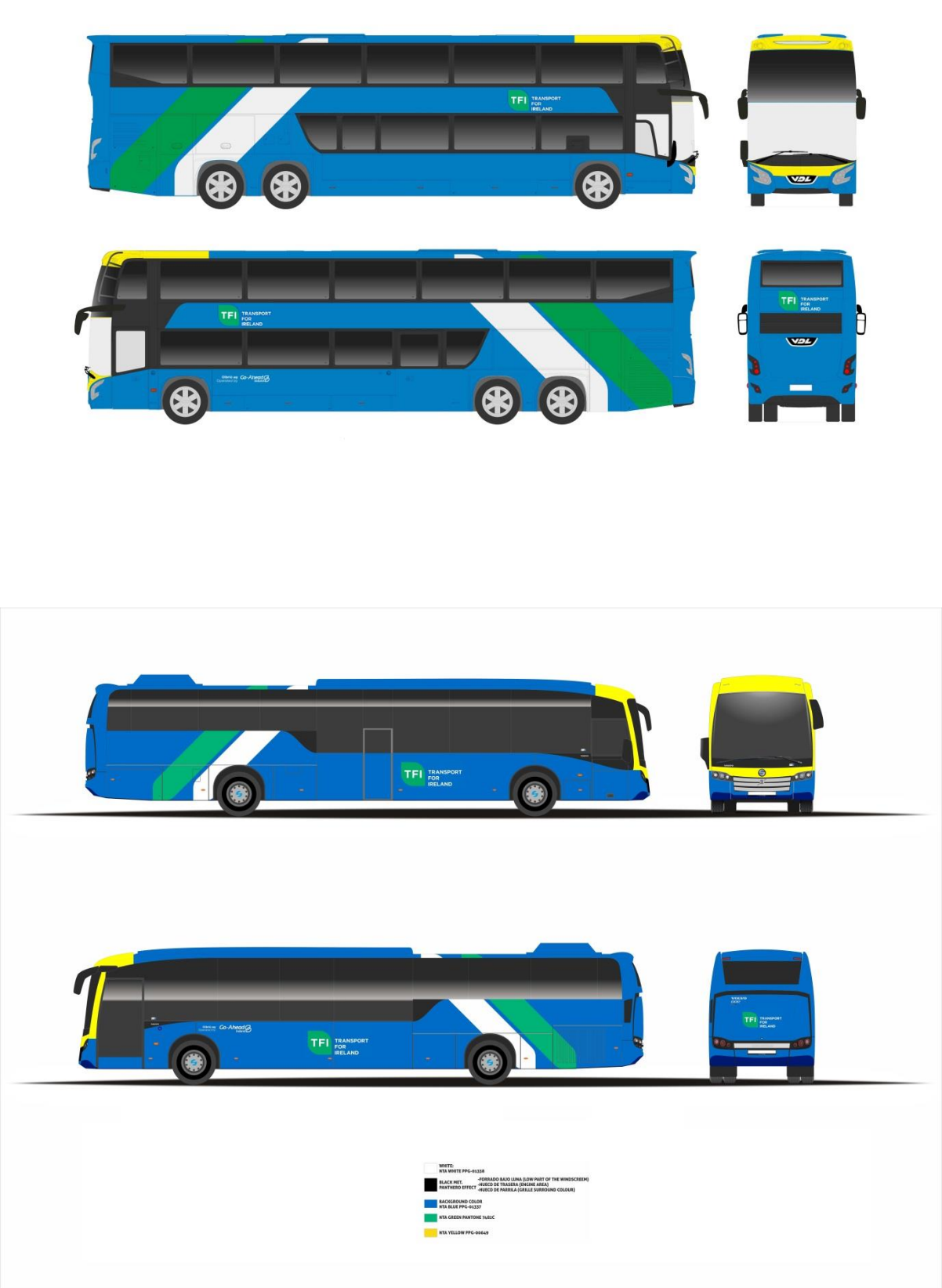
- 06:50 - 07:05 Clane (Firmount Cross Eastbound) - Custom House Quay (Jurys Inn)
- 07:00 - 07:15 Prosperous (Church) - Dublin (Merrion Row) SSG
- 06:30 - 06:45 Edenderry (Shopping Centre) - Dublin (Belfield)
- 06:45 - 07:00 Edenderry (Shopping Centre) - Dublin (Belfield)
- 07:00 - 07:15 Edenderry (Shopping Centre) - Dublin (Merrion row) SSG
- 07:15 - 07:30 Edenderry (Shopping Centre) - Custom House Quay (Jurys Inn)
- 07:30 - 07:45 Edenderry (Shopping Center) - Custom House Quay (Jurys Inn)
- 16:30 - 16:45 Dublin (Connolly LUAS Stop) - Edenderry (Shopping Centre)
- 17:00 - 17:15 Dublin (Connolly LUAS Stop) - Edenderry (Shopping Centre)
- 17:00 - 17:15 Dublin (Belfield) - Prosperous (Opp Church)
- 17:30 - 17:45 Dublin (Connolly LUAS Stop) - Edenderry (Shopping Centre)
- 17:45 - 18:00 Dublin Connolly LUAS Stop - Propserous (Opp Church)
- 17:30 - 17:45 Dublin (Belfield) - Edenderry (Shopping Centre)
- 18:00 - 18:15 Dublin (Connolly LUAS Stop) - Edenderry (Shopping Centre)

**Note 2:** Route 126 services below shall be operated with double deck vehicles

- 06:45 - 07:00 Newbridge (Ryans Bar) - Dublin (Belfield)
- 07:00 - 07:15 Naas (Post Office) - Dublin (Merrion Row)
- 07:00 - 07:15 Newbridge (Ryans Bar) - Dublin (DCU)
- 06:50 - 07:05 Kildare (Opp Boyle's) - Custom House Quay (Jurys Inn)
- 17:30 - 17:45 Dublin (Connolly LUAS Stop) - Newbridge (Opp Ryans Bar)
- 17:30 - 17:45 Dublin Connolly LUAS Stop - Rathangan (Bridge Street Café)
- 17:15 - 17:30 Dublin (Belfield) - Naas (Opp Post Office)
- 18:00 - 18:15 Dublin (Connolly LUAS Stop) - Newbridge (Opp Ryans Bar)



Annex B: Network Bus Livery Requirements



**Annex C: Network Bus Signage Requirements**

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

**Schedule 4:      Implementation Stage**

#### 4.1 Operation of the Routes

4.1.1 The Operator is required to provide the Implementation Plan in accordance with Clause 9.1 (Implementation Plan) and this Schedule such that the Operator will provide the Services by the latest from:

- (a) in the case of the Initial Routes, the Scheduled Initial Operating Commencement Date; and
- (b) In the case of all Routes, the Scheduled Operating Commencement Date.

4.1.2 The Initial Routes to be operated are set out below

Initial Routes
120
120C
123
124
130/130C

#### 4.2 Contents of the Implementation Plan and the Implementation Programme

4.2.1 The Implementation Plan is to include but not necessarily be limited to the following activities:

- (a) Establishment of the Operator Properties and Network Assets to be provided by the Operator to include the installation and commissioning of equipment and new information and communications technology systems (if required), and any statutory consents or preparatory works necessary to provide the Services from the Operator Property.
- (b) Establishment of Staff to include proposals in relation to securing the
  - i. The recruitment and training of new staff;
  - ii. The transfer of Relevant Employees under Transfer Regulations;
  - iii. The Principal Sub-Contractors to include the contractual arrangements and durations;
- (c) Authority Network Asset Delivery Proposals
  - i. Proposals for Authority Network Bus delivery;
  - ii. Specify the delivery date for the Authority Network Buses, if later than the Scheduled Commencement Date ;
- (d) Operation of the Routes
  - i. Specify the Operating Commencement Date for the Operation of the Routes
- (e) Satisfying all Legal Requirements;
- (f) Obtaining all Consents to Operate;
- (g) The Operator's Organisation Plan structure, setting out key responsibilities in relation to the Agreement, requirements to include staff numbers allocated to each functional area;
- (h) Maintenance Strategy Plan as required in Schedule 11;
- (i) Ticket and receipt designs as required in Schedule 8;

- (j) details of liaison procedures with the Prior Contractor;
- (k) details of liaison procedures with the Authority;
- (l) details of liaison procedures with Relevant Authorities;
- (m) details of contingency arrangements in the event of delays or disruption to the transfer of the Services to the Operator;
- (n) Customer Charter, based on the Customer Charter requirements set out in Schedule 13.

4.2.2 The Implementation Plan Programme shall be in the form of a GANNT chart, and shall include but not necessarily be limited to setting out the tasks, milestones, durations and timelines by which the Operator shall implement the different tasks required to deliver the Implementation Plan, and which shall identify critical path tasks.

4.2.3 The Operator is to prepare and maintain an Implementation Stage risk management plan that identifies Implementation Plan and Implementation Programme key risks and proposed mitigation strategies. For the duration of the Implementation Stage , the Operator shall maintain a risk log/register of the status of the key risks, and make this register available to the Authority on request.

#### **4.3 Meetings with the Authority**

4.3.1 The Operator shall attend meetings with the Authority at two weekly intervals throughout the Implementation Stage, the purpose of which shall be to monitor the delivery of the Implementation Plan and Implementation Programme, and during which the risk management plan may be reviewed.

## **Schedule 5: Operations Management**

## **5.1 General Requirements**

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

## **5.2 Operating Plan**

- 5.2.1 Within 60 Business Days following the Commencement Date, the Operator shall submit a draft Operating Plan for the Contract Period, for Authority approval.
- 5.2.2 The Operating Plan shall include all procedures necessary to:
  - (a) operate the Network and Network Assets in a safe and efficient manner
  - (b) manage the interface between bus operations and works on or near the Network or Network Assets
  - (c) manage the interface with other public transport operators, particularly at shared Stops and interchange points
  - (d) manage the interface between bus operations and areas of local authority responsibility such as road traffic and traffic signals
  - (e) recover bus operations in the event of incidents, accidents, service disruptions and technical failures
- 5.2.3 The Operating Plan shall incorporate the:
  - (a) Operational Supervision and Control Strategy Plan as referenced in Schedule 1,
  - (b) Safety Management Plan as referenced in Schedule 6,
  - (c) Emergency Management Plan as referenced in Schedule 6,
  - (d) Severe Weather Management Plan as referenced in this Schedule 5,
  - (e) Security Management Plan as referenced in Schedule 12,
  - (f) Environmental Management Plan as referenced in Schedule 7,
  - (g) Quality Management Plan as referenced in Schedule 16,

- (h) Customer Service Policy as referenced in Schedule 13;
- (i) Revenue Protection Plan as referenced in Schedule 10;
- (j) Training Plan as referenced in Schedule 5;
- (k) first Annual Communications and Public Relations Plan as referenced in Schedule 15;
- (l) first Annual Maintenance Plan as referenced in Schedule 11
- (m) any other systems and plans required by the Agreement;

5.2.4 The Authority shall approve or give comments on the draft Operating Plan within 20 Business Days of its receipt of the draft. If the Authority comments on the draft Operating Plan, the Operator shall take into account the comments received and shall revise the draft Operating Plan and submit the revised Operating Plan within 20 Business Days of its receipt of the Authority's comments. The Authority shall either approve the revised draft or make comments on the revised draft within 10 Business Days of its receipt. If the Authority comments on the revised draft, the process contemplated by this paragraph 5.2.4 shall be repeated until the Authority approves the relevant revised draft provided that the period for submission of the revised draft and for approval or comment by the Authority shall be 5 Business Days in each case. If the Authority does not approve or make comments on the revised draft within 5 Business days of submission of the revised draft by the Operator to the Authority the revised draft shall be deemed to be Approved.

5.2.5 Upon the draft Operating Plan being approved by the Authority, it shall be the "Operating Plan" for the purposes of this Agreement and the Operator shall comply with it.

5.2.6 The Operator shall implement the Operating Plan throughout the Contract Period. The Authority (acting reasonably) may require or Parties may agree amendments to the Operating Plan from time to time.

5.2.7 The Operator 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 Operating Plan to be in force on the Expiry Date.

### **5.3 Training**

5.3.1 The Operator shall include a Training Plan as part of the Operating Plan

5.3.2 The Operator shall act in accordance with Good Industry Practice in relation to the training of Staff, throughout the Contract Period.

5.3.3 At all times the Operator shall ensure that the Services are performed with appropriately qualified and trained Staff .

5.3.4 The Operator shall implement, prepare and maintain documentation describing the duties and responsibilities of Staff in normal service and such exceptional circumstances as may be appropriate.

5.3.5 The Operator shall train Staff in their duties and responsibilities with particular emphasis on customer service and accessibility awareness, perform competence assessments for all safety critical tasks, maintain records of current competence, provide refresher training and re-assessment as required, and not allow Staff who are not competent and (where appropriate) have not passed the relevant assessment to carry out such work unsupervised.



**5.4 Utility Supplies**

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

**5.5 Co-operation with special inquiries or investigations**

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

**5.6 Traffic and Roads**

- 5.6.1 The Operator shall attend meetings with road authorities as may be necessary for the purpose of reviewing the operation of the Network in relation to other road users.
- 5.6.2 The Operator shall from time to time review with the relevant local authority department such traffic regulations or traffic management arrangements as are in place and such amendments as may be necessary to ensure that the operation of the Network is not unduly hindered as a result of other traffic movements. The Operator shall ensure that the Authority is notified of any changes that are proposed or are to be made to the roads or to any traffic signals which might reasonably be expected to affect the Network and/or the provision of the Services, of which it is notified.
- 5.6.3 The Operator shall develop procedures for the removal of obstructions (including broken down Network Buses) from the Network and shall include such procedures in the Operating Plan.
- 5.6.4 In the event that a Network Bus breaks down and obstructs vehicular and/or pedestrian traffic, the Operator shall remove the Network Bus to a location where it does not cause such obstruction.

**5.7 Action during Services Interruptions**

- 5.7.1 In the event of a Services Interruption, the Operator shall take all reasonable and practicable steps to maintain Services either side of the affected section of the Network, including, where appropriate, local diversions of Services.
- 5.7.2 At least four weeks in advance of a Planned Service Interruption, or such lesser period as agreed between the Parties, the Operator shall obtain the Authority's approval for any Variations to Service Specification and/or Network Bus Specification that it intends to operate during the period of disruption.
- 5.7.3 Unless otherwise agreed with the Authority, the Operator shall give at least 10 days' notice to passengers of changes to Services arising from a Planned Service Interruption. The notice shall be provided at all Stops affected, unless otherwise agreed in advance with the Authority, and on the Operator's Website and Apps. In addition, notice shall be provided via Twitter alerts, on-board announcements and Real Time Passenger Information signs as required (see Schedule 14). Unless otherwise agreed by the Authority, the Operator shall provide text of the planned notification to the Authority at least two business days in advance of issue of notice to passengers.

- 5.7.4 The Operator shall use all reasonable endeavours to give notice to passengers in the event of unplanned Services 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 Services Interruptions lasting longer than five hours) at key Stops affected where Real Time Passenger Information signs are not provided.
- 5.7.5 In the event that the period of Services Interruption is likely to exceed two weeks, the Operator shall provide the Authority with a revised Timetable to cover the Period of service interruption, in accordance with the requirements of Annex B to Schedule 14: Customer Information.
- 5.7.6 Except in respect of approved Variations to Service Specification and/or Network Bus Specification associated with a Planned Service Interruption, the Operator shall not be entitled to additional payment under the Agreement except where the parties agree additional payment where the Operator has incurred extra costs for emergency service alterations to mitigate an unplanned Services Interruption.
- 5.7.7 The Operator shall use all reasonable endeavours to mitigate any loss of Fares Revenue arising as a consequence of any service interruption.

## **5.8 Public Events**

- 5.8.1 The Operator shall maintain a schedule of upcoming major Public Events relevant to the Network, of which the Operator is aware. These may include but are not limited to: marches, parades, running events, demonstrations, sporting events , and outdoor public gatherings and festivals or other events. The first such schedule shall be submitted as part of the Implementation Plan. An updated schedule shall be supplied to the Authority as part of each Period Operations Report.
- 5.8.2 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.
- 5.8.3 The Operator shall use reasonable endeavours to mitigate any loss of Fares Revenue arising as a consequence of any Public Event ,except where the parties agree additional payment where the Operator has incurred extra costs for emergency service alterations to mitigate an unplanned Public Event.
- 5.8.4 Except in respect of additional services approved in accordance with Schedule 23: Variations, the Operator shall not be entitled to any additional payment under the Agreement in relation to a Public Event.

## **5.9 Third Party Liaison**

- 5.9.1 The Operator shall manage liaison with:
- (a) emergency services;
  - (b) the Road Safety Authority
  - (c) the National Roads Authority or local authority;
  - (d) other bodies as may be necessary

in relation to the Services to maximise co-operation and hence Network performance and safety.

- 5.9.2 The Operator shall liaise and co-operate with any Relevant Authority as required from time to time.
- 5.9.3 The Operator shall liaise with and participate in meetings of community groups, business interest groups, policing forums and other public gatherings from time to time on matters relating to the Network.

#### **5.10 Severe Weather Management Plan**

- 5.10.1 The Operator shall prepare and implement a Severe Weather Management Plan that sets out its pre-determined actions to providing a response to severe weather events occurring on the Network.
- 5.10.2 The Severe Weather Management Plan shall be part of the Operating Plan.
- 5.10.3 All personnel designated to carry out specific responsibilities under the Severe Weather Management Plan are expected to know and understand the policies and procedures outlined in the Severe Weather Management Plan. The response to any severe weather event shall always be conducted within the framework of this plan.
- 5.10.4 The Severe Weather Management Plan shall focus on actions to be taken by the Operator by way of appropriate response to a severe weather event that has the potential to seriously disrupt the Services and damage public confidence in the Services.
- 5.10.5 The Severe Weather Management Plan shall take into consideration the requirements of "A Framework for Major Emergency Management" (DoE, Dec 2006) and the supporting "Guide to Severe Weather Emergencies" (DoE, Dec 2010) and any later revisions.
- 5.10.6 The Severe Weather Management Plan and associated arrangements shall apply to the following weather events as a minimum:
  - (a) Flooding
  - (b) Frost/Ice
  - (c) Heavy Snow & Freeze/Thaw
  - (d) Severe Winds
  - (e) Fog
  - (f) Thunderstorms
  - (g) Heat waves

**Schedule 6:      Safety Management**

## **6.1 General Safety Requirements**

- 6.1.1 The Operator shall be responsible for all safety matters related to the performance of the Services and shall manage all safety requirements related to the Services in accordance with all Legal Requirements.
- 6.1.2 The Operator shall bear full responsibility for the safety of the Services throughout the Contract Period in accordance with the Agreement.
- 6.1.3 Without prejudice to the Operator's general obligation to ensure the safety of the Services, the Operator shall:
- (a) comply with Legal Requirements;
  - (b) provide all appropriate measures in the operation of the Network and maintenance of the Network Assets to ensure, so far as reasonably practicable, the safety of all passengers (including different categories of people with reduced mobility), 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 Network Buses; 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 The Operator shall participate in any safety and emergency planning forum relating to the Services, together with relevant third parties, which shall include, as a minimum, the Authority and the emergency services. This forum will consider and agree the safety matters and safety risks presented by the Services, consult relevant internal and external stakeholders and examine these risks in a thorough manner and plan the appropriate contingencies.

## **6.3 Safety Management**

- 6.3.1 The Operator shall manage and control all health and safety risks related to the performance of the Services through a Safety Management System (SMS) and associated Safety Management Plan (SMP). The Operator shall submit the SMP as part of the Operating Plan.
- 6.3.2 The Operator shall 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, and shall update the Safety Management Plan as required.

## **6.4 Legal Requirements**

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

## **6.5 Construction Regulations**

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

## **6.6 Response to Emergencies**

- 6.6.1 The Operator shall react safely and quickly to emergencies in all aspects of the operation of the Network and maintenance of the Network Assets.
- 6.6.2 The Operator shall co-operate with An Garda Síochána, relevant Fire Brigades and Fire Services and the Relevant Authorities wherever necessary.
- 6.6.3 The Operator shall 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, the Operator 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 The Operator 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 The Operator shall comply with all Legal Requirements relating to the reporting of accidents, incidents, near misses, fatalities, injuries, diseases and dangerous occurrences. All fatalities, and any accidents involving attendance by An Garda Síochána, relevant Fire Brigades and Fire Services, other emergency services, or Health & Safety Authority must be reported to the Authority as soon as possible and in any event no later than the following working day.
- 6.7.2 Information on all accidents, incidents, near misses, fatalities, injuries, diseases and dangerous occurrences must be included within the Quarterly Operations Report.
- 6.7.3 The Operator shall liaise with the Authority in relation to the future measures to be taken to prevent the recurrence of accidents.

## **Schedule 7:      Environmental Management**

**7.1 Environmental Management System**

- 7.1.1 The Operator shall control all environmental impacts and risks through an Environmental Management System (EMS) and associated Environmental Management Plan (EMP). The Operator 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 management
- (m) waste management

**7.3 Responsibility for environmental management**

- 7.3.1 The Operator 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 The Operator shall develop and implement a complaints procedure for reporting, recording and closing out environmental complaints from the public, including complaints relating to 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 The Operator 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 addressed 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:
  - a) spillage of hazardous materials (as defined by the Waste Management Act, 1996 as amended);
  - b) any spillage which cannot be rapidly contained and controlled, For example oil spills;
  - c) inappropriate disposal of waste
- 7.5.2 In the event of an environmental incident, the Operator shall:
  - a) carry out an investigation to identify the nature and cause of the incident and any emission arising;
  - b) isolate the source of any such emission;
  - c) evaluate the environmental pollution/ contamination, if any, caused by the incident;
  - d) identify and execute measures to minimise the emissions and the effects thereof;
  - e) notify relevant authorities;
  - f) notify the Authority as soon as practicable.
- 7.5.3 The Operator shall identify and put in place measures to avoid the reoccurrence of the incident.

#### **7.6 Noise and Vibration**

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

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

**7.7 Water Pollution**

- 7.7.1 The Operator shall ensure that the provision of the Services does not adversely impact on water quality.
- 7.7.2 The Operator shall ensure that water supply and drainage and effluent discharge arrangements, including disposal of surface water, comply with the requirements of the relevant local authority and any other legal requirement.
- 7.7.3 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.

**7.8 Waste disposal**

- 7.8.1 The Operator shall prepare a Waste Management Plan (WMP) as part of its EMP.
- 7.8.2 The Operator shall take whatever measures it deems necessary to comply with Legal Requirements whilst taking all practicable and commercially viable approaches to minimising waste, including in its management of contractors.
- 7.8.3 The Operator shall actively discourage fly-tipping at depot sites.

**7.9 Sustainability and energy**

- 7.9.1 The Operator shall aim to keep energy consumption to a minimum.
- 7.9.2 The Operator shall submit regular reports (at a minimum as part of the Q2 and Q4 Quarterly Operations Report) on energy consumption to the Authority.

**7.10 Operator's Environmental Liabilities**

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

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

## **8.1 Ticketing Arrangements**

- 8.1.1 The Operator shall procure tickets, make available, charge for and accept tickets of such types, design, fare zone or fare stage validity, time period validity and service validity (including joint tickets with other public transport operators) and fare levels and subject to operational arrangements as set out in this Schedule 8, or as may be notified by the Authority to the Operator from time to time.
- 8.1.2 The Operator shall accept the items set out in Annex B to this Schedule 8 as valid means of payment or right to travel, including:
- a) Cash fares;
  - b) Travel credit on Leap Cards;
  - c) Ticket products pre-loaded onto Leap Cards;
  - d) Public Services Cards ("PSC Passes") enabled for free travel;
  - e) Valid Staff passes as prescribed by the Authority; and
  - f) Other tickets, passes or smart cards as advised by the Authority from time to time.
- 8.1.3 The Operator shall accept as valid means of payment or right to travel the following types of Leap Cards:
- a) Adult Leap Cards;
  - b) Child under 16 anonymous Leap Cards;
  - c) Child 16-18 personalised Leap Cards;
  - d) Student personalised Leap Cards;
  - e) Leap visitor cards (anonymous, contains tickets only, no travel credit);
  - f) Leap family cards (anonymous, contains tickets only, no travel credit);
  - g) Other Leap Cards as advised by the Authority from time to time;
- Provided such Leap Cards contain either a valid ticket product and/or sufficient travel credit to pay for the journey.
- 8.1.4 In cases of disruption to other public transport services operated under contract to the Authority, the Authority may notify the Operator, to require the Operator to accept tickets issued for travel on those services during the period of disruption as notified by the Authority.
- 8.1.5 The Operator shall familiarise themselves with the contents of the 'ITS Requirements' document in relation to the operation of the Leap Card scheme.
- 8.1.6 The Authority shall provide the Operator with reasonable prior notice in relation to changes to the tickets and shall consult with the Operator concerning any operational or administrative issues in relation to such changes.
- 8.1.7 The Operator shall issue paper tickets (i.e. receipts serving as proof of payment for travel) for all cash fares paid on board the bus.
- 8.1.8 The Operator shall ensure that any paper tickets and receipts issued by the Operator comply with Authority design requirements. The Operator shall submit the ticket and receipts designs,

which shall incorporate the “Transport for Ireland” logo for approval by the Authority as part of the Implementation Plan.

- 8.1.9 The Operator shall not make any changes to the approved ticket design without the prior agreement of the Authority.
- 8.1.10 The Leap Card scheme operating charges shall be payable by the Authority but shall be advised to the Operator on a monthly basis. The Operator shall assist the Authority as required to verify the accuracy of these charges and shall promptly identify and where applicable address any anomalies that arise on a timely basis. The basis for the calculation of the Leap Card scheme operating costs is set out in the ‘ITS Requirements’ document.
- 8.1.11 The Authority shall provide the Operator with equipment for issuing and validating tickets and recording ticket transactions (“Ticketing Equipment”) for use on board Network Buses, as set out in Schedule 11: Operation and Maintenance of Network Assets. This Ticketing Equipment shall include a Driver ticket machine including Leap Card reader (Smart Card Validator) (“Driver TGX Console”)
- 8.1.12 Several times per day (or as frequently as the Authority determines) the Authority shall provide the Operator with Ticketing Equipment configuration data (which may include but not be limited to product definitions, action lists, scheme wide codes and hotlists as set out in the ‘ITS Requirements’ document). The Operator shall ensure that the latest configuration data is successfully implemented on the Ticketing Equipment on board each Network Bus in advance of commencement of services each Operational Day and as set out in Schedule 19: Performance Payments and Deductions.
- 8.1.13 Each Period the Operator shall provide the Authority with a report, in a format to be specified by the Authority, detailing the date, time, duration, Route number and Trip number for which Ticketing Equipment on board each Network Bus operating the Services operated with configuration data that was over 24 hours old at time of operations.

## **8.2 Fare Collection Arrangements**

- 8.2.1 The Operator shall ensure that the ticketing equipment is fully functional at the commencement of each Operational Day and has successfully implemented the downloaded configuration data.

## **8.3 Cash Fare Payments**

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

## **8.4 Leap Card Transactions**

- 8.4.1 A Leap Card travel credit facility is available on certain Leap card types. Customers can present a Leap Card to the Driver TGX Console, advise the driver of their destination or the fare they wish to pay and the driver shall select the relevant fare/destination option to deduct the correct travel credit fare from the card.
- 8.4.2 The Operator shall ensure that its staff are aware of and facilitate the following:
- a) Certain Leap Card types do not have the travel credit facility (for example, Leap Family pass) and instead contain ticket products that can be validated at the Driver TGX Console. In such cases the travel credit facility may be reported as being blocked but may still contain a valid ticket product and the driver shall validate such products rather than attempting to deduct a fare from the travel credit balance;
  - b) Leap Cards that have the travel credit facility contain a deposit that can be used to pay for a fare, even if that fare exceeds the available travel credit on the Leap Card, provided that the Leap Card has a minimum positive balance of €[REDACTED] and provided that the fare payable does not exceed €[REDACTED]
  - c) Customers may present a Leap Card and use the travel credit on a single card to pay for multiple additional passengers; if so requested the driver shall charge the additional fares from the travel credit and shall issue paper receipts in respect of each additional passenger;
  - d) Customers may present a Leap Card that contains both a valid pre-loaded ticket product and travel credit and may request that either be used for travel; if so requested the driver shall select the requested means of payment and shall perform the appropriate action;
  - e) Customers may present a Leap Card that contains both an invalid (e.g. expired) as well as a valid pre-loaded ticket product. If necessary the driver shall select or ensure that the valid ticket product is used;
  - ;
  - f) Customers may present a personalised Leap Card with a pre-loaded period pass to the Driver TGX Console.
- 8.4.3 In the event of error by the customer or by the driver in the usage of a Leap Card, the driver shall reverse the transaction as necessary.
- 8.4.4 In the event that the Ticketing Equipment reports an error or unsuccessful validation or cannot read the Leap Card, the driver shall refuse travel unless the customer pays via another means (e.g. cash).
- 8.4.5 Leap cards shall not have travel credit value or ticket products added to them on board the bus.
- 8.4.6 The driver shall sell one day or seven day Dublin Commuter period tickets onto Leap Cards only, and only when a cardholder has sufficient funds on the Leap Card to pay for the period ticket via travel credit.
- 8.4.7 Customers with any complaints or having difficulties with their Leap Cards shall be advised to contact the Leap Card call centre, the telephone number of which is on the back of all Leap Cards.

- 8.4.8 Drivers shall, if appropriate (i.e. not when driving or if there are long queues) provide customers on request with a Leap Card status report from the TGX driver console, a printed paper note which displays the remaining value, products and most recent five journeys. Such notes are not valid for travel.

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

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

## **8.6 Ticket annulment**

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

## **8.7 Ticket Issued in Error (TIE)**

- 8.7.1 Where a ticket has been issued in error but where it is not possible to follow the annulment procedure (set out in paragraph 8.6) the driver shall withdraw the ticket, issue the correct ticket to the passenger and 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 driver's garage 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 and must have written on it the name and address of the passenger.
- 8.7.2 The Operator shall not submit such written reports and withdrawn tickets to the Authority but should retain them at the garage for inspection purposes for a minimum of 18 months.
- 8.7.3 In the event of a ticket or travel credit on a Leap Card being used in error the driver shall immediately reverse the transaction at the Driver TGX Console.

## **8.8 Passenger cannot pay**

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

## **8.9 Presentation of an Invalid Pass to Driver**

- 8.9.1 Where a pass (including a Leap Card or a PSC Pass) has been presented for travel which clearly belongs to someone else, the driver shall retain the invalid pass. The customer is then required to pay for their travel by some other means. The invalid pass is to be returned to the Authority within 5 Business Days of retention with a written description of the circumstances.
- 8.9.2 Where a PSC Pass is faulty and fails to read on the Driver TGX Console the customer should be advised to return the PSC Pass to the Department of Social Protection, but shall be permitted to travel on that occasion, and the Operator shall issue the customer with a 1 cent cash fare ticket as set out in paragraph 8.8.1 above. Leap Cards and PSC Passes reported as lost or stolen are added by the Authority to an electronic 'hotlist' file which is part of configuration data that is distributed to the Operator. When a card that is on the hotlist file on the Ticketing Equipment is presented, the Ticketing Equipment alerts the driver to this. Such passes shall not be used for travel and the passenger is required to use another means of payment.
- 8.9.3 There is no requirement to withdraw hotlisted Leap Cards.
- 8.9.4 Where a PSC Pass is invalid due to being hotlisted, it may be withdrawn.
- 8.9.5 The driver shall submit any withdrawn pass to their garage at the end of his/her duty with details of the circumstances of the withdrawal.
- 8.9.6 The Operator shall submit all withdrawn passes to the Authority within 5 Business Days of withdrawal with a written description of the circumstances.

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

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

## **8.11 Standard Fares**

- 8.11.1 The RPO shall be responsible for imposing Standard Fares and for issuing Standard Fares Notices in accordance with relevant byelaws. The Standard Fares Notice issued by the Operator RPO shall meet the design specifications set out in Annex D to this Schedule 8.
- 8.11.2 If a Standard Fare is imposed by an RPO, the RPO shall issue a Standard Fare Notice to the value of €[REDACTED] to the passenger in question.



- 8.11.3 The RPO shall inform a passenger served with a Standard Fares Notice that they may choose to pay on-line via credit card, or by post via credit card or cheque, within 21 days of issue of the Standard Fares Notice.
- 8.11.4 The Operator shall ensure that an online Standard Fares payment facility is provided on the Operator's website at the web address which shall be provided on the Standard Fares Notice.
- 8.11.5 The Operator shall ensure that a facility to pay Standard Fare by post via cheque or credit card is provided, and the postal address shall be provided on the Standard Fares Notice.
- 8.11.6 The RPO shall hand in to the garage manager at the end of each day details of all Standard Fares Notices issued by the RPO on that day.
- 8.11.7 The Operator shall not submit such details to the Authority but should retain them at the garage for inspection purposes for a minimum of 18 months, or longer period where notified by the Authority.
- 8.11.8 The Operator shall record the number of Standard Fares Notices issued by RPOs for each Operational Day on the Revenue Return Form 1A, included in Annex C to this Schedule.
- 8.11.9 The Operator is responsible for collection of Standard Fare payments pursuant to the issue of a Standard Fares Notice. The Operator shall pay to the Authority the sum of €[REDACTED] for each Standard Fares Notice issued by the Operator in relation to the Services, regardless of whether the customer has paid the Standard Fare. The Operator is entitled to retain all Standard Fares revenues received by the Operator in excess of the aggregate sum owed to the Authority of €[REDACTED] per Standard Fares Notice issued by the Operator in relation to the Services.

## **8.12 Re-issued Tickets**

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

## **8.13 Refunds**

- 8.13.1 In the event that a customer has purchased a ticket or pays with travel credit on their Leap Card, and is then unable to make their journey due to a Services Interruption, the Operator shall refund the cost of the journey to the customer, provided it receives a request from the customer to do so via the Customer Service Centre, and subject to the customer providing satisfactory evidence that they were unable to complete their journey by an alternative Network Bus or other public transport operator due to the Services 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.
- 8.13.2 Refunds shall not be issued by the driver, except in the case of a Leap Card ticket issued in error, i.e. an immediate ticket reversal transaction as set out in paragraph 8.7 above.
- 8.13.3 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.

## **8.14 Concessionary Scheme**

- 8.14.1 The Operator shall facilitate the Department of Social Protection (DSP) free travel scheme and shall electronically record the use of the PSC Passes for free travel issued by the DSP as

a ticket transaction. The ticket transaction shall record the Stop at which each passenger using a PSC Pass boards a Network Bus.

8.14.2 The Operator shall facilitate any other travel concession scheme as the Authority may require from time to time. The Operator shall provide all information and assistance reasonably required by the Authority in relation to any such scheme.

8.14.3 The Operator shall cooperate in any survey of passengers undertaken by the Authority, the Department of Social Protection or any other body with responsibility for travel concession schemes, in relation to the use of a travel concession scheme.

#### **8.15 Other passes or ticket types**

8.15.1 Additional to those outlined above, there may be a small number of other publicly available tickets or passes that are valid for travel on the Operators services. In addition, certain CIE staff may be entitled to free travel on the Operators services where they possess the relevant travel entitlement pass. The validity of such tickets or passes will be as set out in Annex B to this Schedule 8 or may be notified on a case-by-case basis by the Authority.

8.15.2 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.

8.15.3 The number and time of transaction for each type of ticket or pass referred to in paragraphs 8.15.1 and 8.15.2 accepted on the Operator's services shall be recorded on the Driver TGX Console if the Ticketing Equipment supports this.

#### **8.16 Ticket transaction data and reporting**

8.16.1 At the end of each Operational Day the Operator shall ensure that all Ticketing Equipment has successfully uploaded its ticket transaction data.

8.16.2 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.

8.16.3 The Operator shall maintain records of ticketing data, including all transactions and revenue data, and provide to the Authority (or its agents or contractors) full Ticketing Equipment transaction data for each Operational Day for each Trip on each Route, including the ticket type, value, time and Stop of each transaction, and including Leap Card travel credit, Leap Card ticket product, PSC Passes, cash fare tickets, Excess Fare Tickets, as well as any other data extracted from the Ticketing Equipment (including issued Standard Fares Notices and Unpaid Fare Tickets), in agreed electronic format, within one Business 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.

8.16.4 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.

8.16.5 The Operator shall provide daily and weekly ticket transaction and revenue reports to the Authority, summarising the ticketing data referred to in paragraph 8.16.3 above, to the Authority, within 2 Business Days of the Sunday of each week.

8.16.6 Where full electronic data is not available for the reports listed in paragraphs 8.16.5 above, the Operator shall provide the Authority with such other information and documentation as the Authority shall reasonably require in respect of passenger journey, revenue receipts and ticket issue in place of the electronic data. The information referred to shall be delivered or transmitted in a form agreed between the Operator and the Authority, and at such intervals as are set out in paragraph 8.16.5 above.

8.16.7 The Operator shall provide to the Authority any other such other information in respect of passenger journey, revenue receipts and ticket issue as the Authority may reasonably require from time to time.

#### **8.17 Handling of discrepancies**

8.17.1 The Operator shall, with the reports required per paragraph 8.16.5 above, include an analysis of any discrepancies between the data produced by the Ticketing Equipment and the reports produced by the Authority and available to the Operator, showing the actual value and volume of Leap Card travel credit, Leap Card ticket and PSC Pass transactions received and processed by the Authority. The Operator shall reconcile such reports against its own records (including reports produced by the Ticketing Equipment prior to the uploading of this data to the Authority). The reports shall also list the Route, Originating Stop departure time and Trip number of all Services where on board Driver TGX Console was not operational.

8.17.2 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).

8.17.3 The Operator shall, with the reports required per the paragraph 8.16.5 above, include an analysis of any discrepancies between the data produced by the Ticketing Equipment and Non-Leap ticket values and volumes.

8.17.4 The Operator shall provide all reasonable assistance to the Authority in the investigation of any discrepancies discovered by the Authority

8.17.5 Where applicable, or as requested by the Authority, the Operator shall implement remedial action to prevent reoccurrence of the issues leading to any discrepancies.

8.17.6 The Operator shall be responsible for any discrepancies or errors which result in a loss of Leap or Non-Leap Fares Revenue to the Authority including errors in Leap Card or cash fare transaction processing, errors caused by the malfunction of the Ticketing Equipment, the use of illegal tender, any illegal tampering, theft and other cash losses, and shall indemnify the Authority against such lost revenue to the extent that such loss occurs as a result of any act or omission by the Operator otherwise than in accordance with the terms of the Agreement. . Any over-collection of revenue by the Operator shall be the property of the Authority.

#### **8.18 Period Reports**

8.18.1 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.

#### **8.19 Revenue Handling and Handover to Authority**

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

## **8.20 Calculation of Fares Revenue to be Handed Over to the Authority**

- 8.20.1 The monies due to the Authority pursuant to paragraph 8.19 shall be:
- (a) The amount of revenue receipts identified by the data provided by the Ticketing Equipment, including Excess Fare Ticket Revenue, Extra Cash Payment revenue or, in the absence of any or all of this data, the amount of revenue receipts accruing to the Services as can be identified or supported by such other information and documentation as the Authority may reasonably require;
  - (b) Less any adjustments to the amount of revenue due to 8.20.1(a) above in respect of the issue of tickets in the circumstances set out in paragraph 8.8 "Passenger cannot pay" subject to the provisions in paragraph 8.22 "Adjustments to Ticketing Equipment Data"
  - (c) Plus any adjustments to the amount of revenue receipts at 8.20.1(a) above in respect of invalid ticket annulments as set out in paragraph 8.6 "Ticket Annulment"
- 8.20.2 All payments pursuant to paragraph 8.20.1 above shall be supported by such documentation including identification of the Operator, the route, the day or days of operation to which the receipts refer, as the Authority may from time to time require.

- 8.20.3 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.
- 8.20.4 Revenue information shall be recorded by the Operator and reported to the Authority in summary spreadsheet, using Forms 1A and 1B as set out in Annex C to this Schedule 8, or other standard reporting formats as may be agreed by the Authority and the Operator from time to time. This information shall be provided to the Authority by the Thursday following the end of the operating week (which runs from Monday to Sunday), or at such other intervals as the Authority may require.
- 8.20.5 The Operator shall, in the reports required per paragraphs 8.20.3 and 8.20.4, include an analysis of any discrepancies between the data produced by the Ticketing Equipment and the actual amount collected and lodged to the bank account.

#### **8.21 Adjustments for Ticket Annulments**

- 8.21.1 Adjustments to the amount of revenue receipts pursuant to paragraph 8.20.1 (c) must be made for unsupported ticket annulments in accordance with the provisions set out in paragraph 8.6 "Ticket Annulment".
- 8.21.2 In the event that the Operator is found to have failed to make the appropriate adjustments in any Period, the Authority shall be entitled to claim payment for all unsupported ticket annulments in the Period in question. The Authority shall also be entitled to deduct a sum equivalent to the value of the unsupported ticket annulments in the Period in question for every Period prior to the Period in question up to (but excluding) the last Period in which the Authority last verified by means of audit, inspection or other investigation the Operator's declarations in relation to unsupported ticket annulments, or to the commencement of this Agreement to a maximum of 12 prior Periods. The Authority may elect not to make such deductions for all or any of the earlier Periods where the Operator demonstrates to the satisfaction of the Authority that unsupported ticket annulments in those earlier Periods were correctly reported. The Authority may either invoice the Operator for all such unsupported ticket annulments or set off those sums against the Period Payment for the next Period following the calculation of all such unsupported tickets.

#### **8.22 Adjustments to Ticketing Equipment Data**

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

#### **8.23 Misallocation of Fares Revenue**

- 8.23.1 If it is discovered, or the Authority has reasonable grounds to believe, that any Fares Revenue which should have been paid to the Authority in respect of the Services pursuant to this Schedule 8 together with all supporting documentation or information which

would have identified the Fares Revenue as received or collected in respect of the Services has not been paid or provided to the Authority pursuant to this Agreement, then subject to paragraph 8.23.2 the Operator shall:

- (a) pay forthwith to the Authority all Fares Revenue (calculated in accordance with paragraph 8.20) which should have been handed over in respect of the Services together with interest on the total amount of such delayed payment at the rate of 3% above the then current base rate of the European Central Bank from the date when payment should have been made in accordance with paragraph 8.19.7 to the date when payment is received by the Authority;
- (b) pay forthwith to the Authority all costs and expenses incurred by the Authority in checking all such previous payments, returns and information as the Authority in its absolute discretion considers necessary to ensure all Fares Revenue attributable to the Services has been paid over to the Authority; and
- (c) pay forthwith to the Authority all Fares Revenue which is identified by the Authority as a result of any investigation under paragraph 8.23.1(b) as being attributable to the Services and which has not previously been paid over to the Authority, together with interest on all such sums for the period and at the rate set out in paragraph 8.23.1(a)

8.23.2 The Operator shall not be liable to pay over any sums or interest pursuant to either 8.23.1(a) or 8.23.1(c) to the extent that Fares Revenue properly attributable to the Services has been paid to the Authority in respect of any other bus passenger services operated by the Operator under contract to or by agreement with the Authority, but the Operator shall be liable for any costs in respect of paragraph 8.23.1(b).

8.23.3 The Operator shall co-operate fully with any investigation carried out by the Authority pursuant to paragraph 8.23.1(b), and shall make available all necessary records, documents and information, including any relating to other bus services operated by the Operator which are under contract to or by agreement with the Authority.

8.23.4 For such period as the Authority is conducting any investigation pursuant to paragraph 8.23.1(b) and until all sums shown to be properly attributable to the Services have been paid to the Authority, the Authority may withhold a proportion of the Period Payment for each Period equal to any sum calculated in accordance with paragraph 8.23.1(a). All such sums withheld shall be paid by the Authority to the Operator following payment of all sums due under paragraph 8.23.1(a), 8.23.1 (b) and 8.23.1(c).

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

## **8.24 Rights of access to, and audit of, ticket transaction and revenue data**

8.24.1 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

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

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

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

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

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

8.24.5 The Operator shall keep all records relating to revenue including a garage terminal receipt for each duty operated or in the absence of this, the contents of each ticket machine waybill issued, including driver that waybill is issued to, the bus ID, date and time of issue and amount, for a minimum of 12 months, all data from the Ticketing Equipment for a minimum of 12 months, and all accounting records for a minimum of 7 years provided that if data, records or information shall fall into more than one of the aforementioned categories such data, records or information shall be kept for the longer period indicated.

8.24.6 The Authority or its agents shall have a right of access, on giving reasonable notice, to the Operator's premises in order to exercise the rights of audit set out in paragraph 8.24.1 to 8.24.5 above, and in order to inspect Fares Revenue receipt information, Ticketing Equipment, and any other equipment or item provided by the Authority or its agents or contractors to the Operator and any other accounting records or supporting information kept by the Operator relating to the provision of the Services.

8.24.7 The Authority's employees, agents and contractors shall have the right to take copies of such records and information referred to in paragraph 8.24.1 to 8.24.5 above as are

necessary in connection with any audit carried out pursuant to paragraph 8.24.1 to 8.24.5 above. The Operator shall allow copies to be taken on its reprographic equipment at no cost to the Authority.

8.24.8 In the case of Ticketing Equipment and any other equipment or items provided by the Authority or its agents or contractors to the Operator, the Authority reserves the right to instruct the Operator to carry out its own audit of this equipment and items in such form as the Authority may reasonably request and provide the results of such audit to the Authority.

8.24.9 The Operator shall provide read-only access to all records to enable inspection by the Authority or the Authority's nominated third party when required.

8.24.10 The Operator shall cooperate with the Authority in maintaining its ability to access the Ticketing and Fares Revenue Database for the Services remotely to create, print and view reports.

8.24.11 The Operator shall allow the Authority or a suitably qualified independent auditor nominated by the Authority, access to all the records during the Contract Period and for a reasonable period afterwards (being not less than seven years from the date of creation of the relevant Record or two years following termination of this Agreement, whichever is the later). Any such access shall be on reasonable prior written notice at any time during normal business hours for the purposes of auditing or otherwise inspecting the records.

8.24.12 The Operator will afford to the Authority all reasonable assistance in the carrying out of such audit. The Authority and its auditor will ensure that any information obtained in the course of the audit concerning the Operator's business is kept in the strictest confidence and not used for any purpose other than the proper conduct of the audit.

8.24.13 The costs of any audit referred to in this schedule shall be borne by the Authority save where any such audit reveals underpayments of whichever is the lesser of €[REDACTED] 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 8.20.



**Annex A: Fares for the Services**

<https://www.nationaltransport.ie/public-transport-services/fares/fares-determinations/>

**Annex B: Tickets accepted for travel the Services**

As of August 2017 the following tickets are hosted on Leap Cards and will be accepted by the Operator:

<b>Bus only tickets</b>	<b>Shared: Bus - Luas tickets</b>
5 Day Rambler - Adult	Monthly Luas & Bus Adult (BIK)
5 Day Rambler - Adult	Monthly Luas & Bus Adult (BIK)
5 Day Rambler - Adult	Annual Luas & Bus Adult (BIK)
1 Day Rambler - Family	Annual Luas & Bus Adult (BIK)
1 Day Rambler - Family	<b>Shared: Rail - Bus tickets</b>
1 Day Rambler - Family	Adult Monthly Short Hop Bus&Rail (BIK)
5 Day Rambler - Student	Adult Monthly Short Hop Bus&Rail (BIK)
5 Day Rambler - Student	Annual Short Hop Bus & Rail (BIK)
5 Day Rambler - Student	Annual Short Hop Bus & Rail (BIK)
30 Day Rambler - Student	<b>Shared: Rail - Bus - Luas tickets</b>
30 Day Rambler - Student	Annual TaxSaver Point to Point
30 Day Rambler - Student	Monthly TaxSaver Point to Point
30 Day Rambler - Adult	Monthly Bus Rail & Luas (BIK)
30 Day Rambler - Adult	Monthly Bus Rail & Luas (BIK)
30 Day Rambler - Adult	Annual Bus Rail & Luas (BIK)
Monthly Travelwide	Annual Bus Rail & Luas (BIK)
Monthly Travelwide (BIK)	Visitor 1 week
Annual Travelwide (BIK)	Visitor 2 week
Annual Travelwide	Visitor 3 week
	Visitor 4 week
	Visitor 72 hours
	Visitor 24 hours

Note: "(BIK)" refers to TaxSaver tickets, which are versions purchased by employers on behalf of employees.

**Annex C: Revenue Return Forms** (to be provided weekly in electronic spreadsheet format)

NATIONAL TRANSPORT AUTHORITY: REVENUE RETURN						FORM 1A		
OPERATOR: _____	GARAGE: _____		ROUTE NO: _____		WEEK ENDING SUNDAY __/__/__			
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TOTAL
Electronic Ticket Machine (Driver TGX Machine) Total €								
PLUS <u>or</u> MINUS Miscellaneous Adjustments Total €								
PLUS Standard Fares revenue (= Number of Standard Fares Notices issued x € <span style="background-color: black; color: black;">    </span> )								
<b>Final Revenue Total €</b>								

NATIONAL TRANSPORT AUTHORITY REVENUE RETURN				FORM 1B	
OPERATOR:		GARAGE:		ROUTE NO:	
				WEEK ENDING:___/___/	
Miscellaneous Adjustments Details					
Duty	Value	Date	Reason	Value €	
			Total		

**Annex D: Standard Fares Notice**

**Indicative Standard Fare Notice**

SFN No: XXX

Ref No: YYY

Bus No: ZZZ

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

Date of Birth: DD / MM / YY

Name of Parent or Guardian:\_\_\_\_\_

Title: \_\_\_\_\_ Forename:\_\_\_\_\_

Surname: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

ID provided:\_\_\_\_\_

Issued between / at \_\_\_\_\_ and \_\_\_\_\_

Reason for SFN:\_\_\_\_\_ Authorised agent ID \_\_\_\_\_

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

Signature of passenger:\_\_\_\_\_

## **Annex E: Revenue apportionment arrangements for shared (i.e. interoperable) tickets**

### **1.1 Background**

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

### **1.2 Leap Card Revenue Apportionment on Shared Tickets**

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

### **1.3 Leap Card Daily Reconciliation Process**

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

## **Schedule 9: AVL Data Provision**

**9.1 Data Supply Management**

- 9.1.1 Data Supply Management is the process of acquiring, compiling, checking and inputting the required planning data into the AVL system such that the AVL system functions fully and accurately.
- 9.1.2 The Authority is responsible for the export of all required data from its planning system to the AVL System in VDV452 format.
- 9.1.3 The complete and detailed description of the VDV452 data scope and formats are as set out in the VDV452 standard document but can be summarised as:
- a) Calendar data (day types and their validity in the period);
  - b) Operational data (vehicle stock, vehicle types, announcement texts and destination texts);
  - c) Location data (bus stops, stopping points, beacons, depots);
  - d) Network data (route sections, distances, travel time groups, travel times, stopping times);
  - e) Route data (routes and courses for different patterns);
  - f) Timetable data (runs and run-dependent stopping times, blocks);
  - g) Transfer data (not currently used by the Authority); and
  - h) Zones or administrative units (not currently used by the Authority).
- 9.1.4 The Operator is responsible for the provision of Planned Schedule Data in VDV452 format to the Authority, as contemplated by paragraph 9.1.5 below.
- 9.1.5 The Planned Schedule Data supplied by the Operator shall include the following data in VDV452 format:
- a) Calendar data (day types and their validity in the period);
  - b) Operational data (vehicle stock, vehicle types, announcement texts and destination texts by Route); and
  - c) Timetable data (runs, and run dependent stopping times, blocks).
- 9.1.6 The Authority is responsible for the supply and maintenance of the following auxiliary data:
- a) Stops data from the Authority's stop database;
  - b) Traffic light priority data;
  - c) On board voice announcement /next stop data; and
  - d) Low bridge data



- 9.1.7 The Authority shall check Planned Schedule Data provided by the Operator as contemplated by paragraph 9.1.5 for consistency with the approved Timetable, and if an inconsistency is found, it may notify the Operator of the inconsistency and correct the Planned Schedule Data, or it may request the Operator to submit a corrected version the Planned Schedule Data
- 9.1.8 In the event that either Party subsequently finds that the planning data is inconsistent with the corresponding approved Timetable it shall immediately notify the other Party and the Party responsible for the provision of that element of the planning data shall provide corrected data to the Authority for input into the AVL System.
- 9.1.9 Various tools that generate Planned Schedule Data in the required VDV452 format are available. The Authority does not prescribe a particular tool and operators are free to use third party data supply tools of their choosing, subject to meeting the requirements of this schedule.
- 9.1.10 For the avoidance of doubt such planning tools are not provided by NTA under this agreement.

## **9.2 Planned Scheduled Data**

- 9.2.1 The Operator shall ensure that the Planned Schedule Data (and any other required data as identified in this Schedule) is loaded into the AVL Equipment on board each Network Bus, in advance of the Operational Day for the Services. The bus shall be placed in an appropriate location for a suitable duration such that the complete upload of Planned Schedule (and any other required data) can be achieved at intervals not exceeding 24 hours. The Operator shall use the monitoring functions that are provided by the AVL System to comply with this requirement.

## **9.3 AVL Live Data**

- 9.3.1 AVL Live Data is the bus positioning and timing data in electronic format, provided from each Network Bus during the operation of the Services, for use in the Authority's Real Time Passenger Information system, and for use by the Operator in the management of bus operations in a live environment in the Operator's Control Room. AVL Live Data will pass automatically from the bus to the AVL system.
- 9.3.2 The Operator shall be responsible for the transmission of AVL Live Data from each Network Bus to the extent that that the Operator will ensure the satisfactory operation of the required on bus equipment that is necessary for the on bus AVL equipment to function correctly. This will include, but not be limited to, ensuring that the odometer and the door open and close indicators are fully functional.

## **9.4 AVL Recorded Data for Authority's AVL Data Management System (DMS)**

- 9.4.1 AVL Recorded Data is data, including bus positioning and time data recorded on board each Network Bus during the Operation of the Services.
- 9.4.2 The AVL Equipment will store AVL Recorded Data on board each Network Bus and will download the AVL Recorded Data from each Network Bus. The bus shall be placed in an appropriate location for a suitable duration such that the download of the AVL Recorded Data shall occur at intervals not exceeding 24 hours.
- 9.4.3 The Operator shall be responsible for ensuring the timely download of the AVL Recorded Data. The bus shall be placed in an appropriate location for a suitable duration such that the complete download of AVL recorded data can be achieved at intervals not exceeding 24

hours. The operator shall use the monitoring functions that are provided to them by the AVL system to comply with this requirement.

- 9.4.4 The Operator shall assign a reason code to each Trip or part of Trip in the Planned Schedule Data for which no AVL Recorded Data is available.
- 9.4.5 Authority Reason Codes for use in the AVL DMS are set out in Annex B to this Schedule. The Operator shall provide an Authority Reason Code to the Authority for each Trip or part of Trip for which no AVL Recorded Data is available, in accordance with the arrangements set out in Annex B to this Schedule 9, and to the timescales set out in Annex D to this Schedule 9.
- 9.4.6 Where the Operator wishes to use reason codes that are not Authority Reason Codes in its own systems, the Operator shall submit the proposed reason codes and corresponding Authority Reason Code to the Authority in advance for Authority approval.
- 9.4.7 The Operator may enter a reason code in a “live” operating environment using software installed at the Operator’s Control Room.
- 9.4.8 In all cases where the Operator assigns a reason code that is not one of the Authority Reason Codes listed in Annex B to this Schedule, the Operator shall ensure that the reason code it assigned is replaced with an equivalent Authority Reason Code in advance of supplying the relevant AVL Recorded Data to the Authority.
- 9.4.9 The Operator may enter a reason code or amend a reason code entered in a “live” operating environment, by selecting an Authority Reason Code using the Authority’s AVL “DMS Justification Code Editor”.
- 9.4.10 The Operator shall provide AVL Recorded Data, including any relevant Authority Reason Codes, for each Trip or part Trip scheduled for each Operational Day in accordance with the Timetable, no later than 5 days after the Operational Day for the Services.
- 9.4.11 No later than 7 days after the Operational Day, the Authority’s AVL Data Management System shall issue a “Target Variation Query Report” to the Operator, identifying the routes where a significant percentage of AVL Recorded Data has not been received by the Authority, and for which no Authority Reason Code has been provided by the Operator.
- 9.4.12 Planned Trips or part Trips where no AVL Recorded Data has been received, and where no Authority Reason Codes has been provided by the Operator are presented to the Operator in the AVL DMS Justification Code Editor.
- 9.4.13 Operators are required to review all missing Trips or part missing Trips against garage supporting documentation. Depending on the circumstances a missing Trip or part Trip may be confirmed as lost kilometres or as operated kilometres and coded accordingly by assigning an Authority Reason Code to each record.
- 9.4.14 Trips or part Trips where AVL Recorded Data received indicates kilometres were operated are also presented to Operators via the AVL DMS. Where garage supporting documentation indicates that recorded kilometres were not operated, the Operator is required to assign the appropriate Authority Reason Code to the Trip record, using the Justification Code Editor.
- 9.4.15 In the event that the Operator cannot assign Authority Reason Codes to missing AVL data due to unavailability of the Authority’s DMS, or for other reasons beyond the control of the Operator, the Operator shall complete the form set out in Annex C to this Schedule for each Route and Reporting Period affected.

- 9.4.16 Other than in the case of approved Data Exclusions, as contemplated by paragraph 19.8 of Schedule 19, the Authority shall treat all missing AVL data that does not have an Authority Reason Code assigned to that record as lost kilometres.
- 9.4.17 No earlier than 12 Business Days after the issue of the Target Variation Query Report the Authority shall lock the AVL Recorded Data for Operator responses, and no further Authority Reason Codes may be entered by the Operator for the relevant Operational Day. Following this, each week the Authority will issue to the Operator a Finalised Performance Report and each Period the Authority will issue the Operator an Assessment Period Report, in accordance with the timescales set out in Annex D to this schedule.
- 9.4.18 Guidance on use of the AVL Data Management System is provided in the Authority's *AVL Data Management System Operator's Manual*.
- 9.4.19 The Operator shall notify the Authority within 1 Business day of the date when the sum of the daily kilometres not operated in any Reporting Period for any Route will result in the actual operated kilometres being at least 15% less than the scheduled kilometres for such Reporting Period (as conclusively determined by the Authority).
- 9.4.20 Training for the Operator in the use of the AVL Data Management System will be arranged by the Authority as required.

## **9.5 Unavailability of AVL Data Management System for kilometres coding**

- 9.5.1 In the event that the AVL Data Management System is unavailable for assigning Authority Reason Codes within contractual timescales, the Operator shall complete a Lost Kilometres Return form for each Route as set out in Annex C to this Schedule with details of all Trips/part Trips not operated including
- a) date and scheduled terminus start time of lost Trip/part Trip;
  - b) duty and Trip number;
  - c) the Stop numbers between which kilometres have been lost;
  - d) kilometres lost, to one decimal place;
  - e) Authority Reason Code, using the codes in Annex B to this Schedule;
- 9.5.2 The Operator shall provide the information referred to in paragraph 9.5.1 above in Excel spreadsheet form using the Lost Kilometres Return as set out in Annex C hereto.
- 9.5.3 The information referred to in paragraph 9.5.1 above shall be provided to the Authority no later than 10 Business Days after the Operational Date to which it relates or at such other intervals as the Authority may require.

## **9.6 Changes to Reporting Requirements**

- 9.6.1 The Authority, acting reasonably, reserves the right at any time to change the reporting requirements and procedures outlined in this Schedule in order to take advantage of the availability of new technology, in improving the method of monitoring of the Operator's kilometres performance. Any such changes will be notified to the Operator and the Authority shall reimburse the Operator its reasonable costs incurred in implementing such changes, using the contract variation process set out in Schedule 23.

## **9.7 Accuracy of the Data and Audit Requirements**

- 9.7.1 The Operator shall use its best endeavours to ensure that kilometres reporting is complete and accurate. In the event that the Operator is found (by whatever means) to have inaccurately declared the extent of Deductible Lost Kilometres the Authority shall have the right to recover from the Operator any monies due to the Authority in accordance with Clause 31.3(b).
- 9.7.2 The Operator shall keep all records and documentation relating to kilometres for a minimum period of 12 months after the Operational Day.. This documentation must be in sufficient detail to support the information provided to the Authority under paragraph 9.2 above, and must include the following:
- a) duty or bus time cards (or equivalent information from AVL System records);
  - b) log cards (duty or bus based) detailing lost kilometres (or equivalent from AVL System records);
  - c) supervisors log sheets (both mobile and garage based) (or equivalent information from AVL System records);
  - d) AVL System log;
  - e) daily maintenance / engineering call out sheets;
  - f) staff allocation sheets;
  - g) daily incident books;
  - h) daily audit reports from the Operator's own electronic equipment where the information can be produced; and
  - i) any other similar document by which the Operator can verify whether or not kilometres has been operated.
- 9.7.3 The information to be recorded in respect of paragraph 9.7.2 above must include the following as a minimum:
- a) driver (s) name and number;
  - b) bus and duty number (s);
  - c) time of departure from/arrival at the garage;
  - d) details of all out of service (dead) kilometres;
  - e) details of all operated trips/part trips including start/finish points and times of departure/arrival;
  - f) details of all lost kilometres including trip number and from/to points; and
  - g) reasons for all lost kilometres.
- 9.7.4 The Operator shall comply with any reasonable recommendations by the Authority in relation to the amendment or implementation of documentation and procedures in respect of kilometres recording. Where such changes have cost implications, these should be recovered using the variation process set out in Schedule 23.
- 9.7.5 The Authority and its employees, agents and contractors shall have a right of access at all reasonable times on giving reasonable notice to the Operator's premises in order to audit all matters referred to in this Schedule. The Authority shall have the right to take copies of such records and information as are necessary in connection with any such audit. The Operator shall allow copies to be taken on its equipment at no cost to the Authority.

## **9.8 Reporting of Service Disruptions**

- 9.8.1 The Authority may, at its own cost, introduce from time to time systems for the recording and dissemination of information relating to significant service disruptions. The data reported to, and held by, the system may be used to advise operators of current road conditions to enable

effective management and control of services. In addition, it may be used by the Authority to assess performance and the validity of kilometres returns and other data collected in accordance with the provisions of Schedule 19.

- 9.8.2 If such systems are introduced by the Authority, the Operator should take appropriate measures to ensure that Staff are aware of the system and that they report significant disruptions as defined and in the manner explained in guidance notes issued by the Authority from time to time. If additional Operator costs arise due to any such requirement, the Operator should seek recovery of these costs through the contract variation process set out in Schedule 23.

## **9.9 Reporting of Lost Kilometres**

- 9.9.1 At its discretion, the Authority may prepare other reports (periodic, quarterly and annual) on Operator performance for the purposes of monitoring the Services and reporting the performance of the Services to key stakeholders, both internally and externally. Such reports may include but may not be limited to route level presentations and operator league tables. For the avoidance of doubt, these reports may present actual lost kilometres performance (including non-deductible lost kilometres where appropriate) as well as, or instead of Lost Kilometres Performance as set out in Schedule 19.
- 9.9.2 The Authority reserves the right to publish the reports referred to in paragraph 9.9.1 above.

**Annex A: NOT CURRENTLY USED**

**Annex B: Authority Reason Codes**

The following Authority Reason Codes indicate services that did not operate (in whole or in part).  
 "Deductible" indicates that payment deductions for non-operation would be made.

Category	Reason	Detailed Reason
Lost Deductible	ST Staff	ST01 Absence / Late / Sickness
		ST02 Shortage of establishment
		ST03 Other
	MC Mechanical	MC01 On-road bus breakdown
		MC02 No serviceable bus
		MC04 Other
	OD Other Deductible	OD01 Service cannot be operated to planned schedule
		OD02 Other – incl reason unknown / in doubt
		OD03 Bus withdrawn from service due to faulty ticket equipment and procedures in Schedule 11 paragraph 11.20 <b>not</b> fully followed by Operator
Lost Non-deductible	TR Traffic	TR01 Abnormal traffic congestion/blocked road due to traffic accident/ breakdown of another vehicle
		TR02 Abnormal traffic congestion/blocked road due to rail/Luas service failures (NOT USED)
		TR03 Abnormal congestion/blocked road due to Luas Cross City works (NOT USED)
		TR04 Abnormal road congestion/blocked road due to other roadworks
		TR05 Abnormal traffic congestion (unknown reason)
	ON Other Non-deductible	ON01 Major incident – fundamental change to operation
		ON02 Road closed / blocked due to weather – bus diverted / turned
		ON03 Road closed / blocked due to Parade/ Road Race/ Protest/ March– bus diverted / turned
		ON04 Anti-social behaviour/ assault on board bus – service withdrawn
		ON05 Serious vandalism on board bus - service withdrawn
		ON06 Stone throwing - service withdrawn
		ON07 Accident/medical emergency on board bus - service withdrawn
		ON08 Other incident due to third party action (specify)
		ON09 Incorrect Planned Schedule Data supplied by National Transport Authority
		ON10 Bus withdrawn from service due to faulty ticket equipment and procedures in Schedule 11 paragraph 11.20 fully followed by Operator

Note: Other Authority Reason Codes for services that do not operate may be introduced from time to time by the Authority

The following Authority Reason Codes indicate services that were operated, for which there is no AVL data available

Category	Reason	Detailed Reason
Operated	OP Operated	OP01 Bus on in-service diversion (planned)
		OP02 Bus on in-service diversion (emergency)
		OP03 Driver error
		OP04 AVL data not downloaded
		OP05 AVL technical errors
		OP06 Other (specify)
		OP98 No Planned Schedule Data supplied by National Transport Authority
		OP99 Wrong Planned Schedule Data supplied by National Transport Authority

Note: Other Authority Reason Codes for operated services may be introduced from time to time by the Authority





**Annex D: AVL Data Management System data provision and report issue dates**

<b>Date</b>	<b>Code</b>	<b>Date</b>
<b>Operational Day</b>	OD	OD
<b>Operator submission of Recorded AVL Data for the Operational Day to Authority's SFTP site</b>	SUBD	OD to OD+6
<b>Target Variation Query Report issue</b>	TVQRD	OD+7 (Daily)
<b>Locked for operator responses (Reason Codes can no longer be entered by Operator)</b>  Note Operator can lock manually at an earlier date if desired	LORD	TVQRD+12 (=OD+19) (Daily)
<b>Finalised Performance Report issue</b>  Note: Produced automatically every 7 days, following locking of all 7 day's AVL data for Operator responses	FPRD	LORD+7 (=OD+26)  (every 7 days, except Period 1 and Period 13 when reports covering <7 days may be required for the final part of the Period, depending on Period duration.  Period durations are defined in Schedule 22)
<b>Assessment Period Report and Payment Report issue</b>  Note: Issued automatically every 28 days, using the combined results of the 4 most recent Finalised Performance Reports above	APR	Every 28 days (issued with FPRD), except P1 and P13 when reports covering a different number of days may be required, depending on period duration.  Period durations are defined in Schedule 22.

**Schedule 10: Revenue Protection**

## **10.1 Revenue Protection**

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

- that the fare structure and methods of purchasing tickets are clearly published as described in Schedule 14: Customer Information and Schedule 3: Network Bus Specification;
- that customers are made aware, by means of regular information messages on the Network, of the revenue protection measures in place and the consequences of not having a valid ticket or validated Leap Card.

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

10.1.3 The Operator shall prepare a Revenue Protection Plan that sets out the revenue protection measures to be implemented on the Network, and submit the Revenue Protection Plan to the Authority as part of the Operating Plan. 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 RPO's, expressed as full time equivalents ("FTE") to be deployed on the Network;
- (b) Analyses of revenue protection/fare evasion risks on the Network and mitigation measures;
- (c) Strategy for deployment of RPO's and the number of tickets checked per passenger journey expressed as a percentage;
- (d) proposals for making customers aware of revenue protection measures in place and not having a valid ticket; and
- (e) measures for maximising the number of Standard Fares paid.

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

## **10.2 Standard Fares**

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

10.2.2 The Operator shall ensure that proper records of all notices in relation to and demands for Standard Fares issued and Standard Fares paid are kept, and shall provide Standard Fare

reports in accordance with the requirements set out in Schedule 8 and under Standard Fares in the Period Passenger, Revenue and Ticketing Report and supporting information as set out in Annex B to Schedule 18: Records and Reporting Requirements.

### **10.3 Fare Evasion Surveys**

- 10.3.1 The Authority may procure an independent contractor to carry out Fare Evasion Surveys on an ad-hoc or on-going basis in order to determine the level of fare evasion on the Network, or it may undertake the Fare Evasion Surveys itself.
- 10.3.2 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.
- 10.3.3 The Operator shall facilitate access by the Authority's independent contractor to the Network at any time to carry out the Fare Evasion Surveys.

### **10.4 Fare Evasion Survey procedure**

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

### **10.5 Sample Size**

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

### **10.6 Fieldwork**

- 10.6.1 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.
- 10.6.2 As part of this process the passenger's ticket will be inspected.

### **10.7 Fare Evasion Loss**

- 10.7.1 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.

10.7.2 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.

10.7.3 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 €10 and the adult fare is €15, then a Fare Evasion Loss of  $(15 - 10) / 15 = 0.625$  is allocated, as 62.5% of the correct fare has been lost.

10.7.4 A passenger who stays on the Network Bus beyond the point paid for, or an adult passenger incorrectly using a student ticket will be allocated a Fare Evasion Loss based on the difference between the fare paid and the correct fare, using the same method described above.

10.7.5 A passenger with a ticket not valid on the service will be allocated a Fare Evasion Loss of 1.

## 10.8 Fare Evasion Rate

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

## 10.9 Fare Evasion Survey Report

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

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

## 10.10 Permitted Fare Evasion Threshold and Fare Evasion Deduction

10.10.1 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").

10.10.2 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.

10.10.3 In advance of the establishment of the Permitted Fare Evasion Threshold as set out in paragraphs 10.10.1 and 10.10.2 above, an interim Fare Evasion Threshold of 2.5% shall apply.

10.10.4 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.

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

10.11.1 In the case of case of:

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

the Authority may request the Operator to identify and supply all evidence and materials (an "Evidence Pack") which it has in relation to the instance of Fare Evasion or the Standard Fare 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 Standard Fare Notice, as the case may be, and the Operator shall forward such observations, evidence and materials to the Authority within 10 Business Days

10.11.2 Upon the Authority making a request in accordance with paragraph 10.11.1, the Operator shall take all reasonable steps to preserve the materials forming part of the Evidence Pack.

10.11.3 If the Authority does not notify the Operator that it has decided to institute proceedings within 6 months of its receipt of the Evidence Pack, it will be deemed to have decided not to institute proceedings.

10.11.4 If In the event that the Authority, having examined the evidence provided by the Operator 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 Standard Fare Notice, and prosecutes the case, the Operator shall:

- (a) co-operate with and facilitate the decision of the Authority to institute proceedings;
- (b) without prejudice to the generality of paragraph 10.11.4(a):
  - (i) 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

- (ii) 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.

10.11.5 If the Authority requires the Operator to institute proceedings on its behalf, it may only do so through issuing an Authority Variation Notice in accordance with Schedule 23 (*Variations*).



**Schedule 11:    Operation and Maintenance of Network Assets**

## **11.1 Authority Network Assets**

### **11.1.1 The Operator shall:**

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

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

### **11.1.2 A non-exhaustive list of Authority Network Assets is provided at Annex A to this Schedule 11.**

## **11.2 Non-Authority Network Assets**

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

- (a) Operator Properties;
- (b) infrastructure which includes but is not limited to the provision of communication network for the transfer of data from CCTV camera equipment from the Network Buses; and an on-board customer public wifi network;
- (c) equipment (including but not limited to special tools, spare parts, support vehicles that may be required or desirable for the maintenance and operation of the Authority Network Assets in the provision of the Services).

### **11.2.2 The Operator shall:**

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

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

## **11.3 Particular Requirements in relation to the Operator Site**

- 11.3.1 The Operator Site shall provide (at a minimum) a sealed hard-standing area for Network Buses. and appropriately marked out and signed access and egress routes to Legal Requirements.
- 11.3.2 The Operator shall be responsible for the provision of security measures at the Operator Site to safe-guard the Authority Network Assets.
- 11.3.3 All Authority Network Buses shall be stored at the Operator Site at all times when not in use unless by prior Approval, save where the Authority Network Buses are stored at a third party location for the purpose of carrying out the Maintenance Activities.
- 11.3.4 , The Operator shall not alter the location of the Operator Site without prior Approval.
- 11.3.5 Following the Operator Property Date, or at such earlier date or dates that may be agreed between the Parties, and upon 5 days notice, the Operator shall permit and facilitate the Authority or the Authority's contractors during normal business hours or outside business hours on reasonable notice, to enter onto the Operator Site for the purposes of installing Wireless Local Area Networks and AVL and Ticketing Systems software, hardware and related equipment. The Operator shall facilitate and assist the Authority or the Authority's Contractors in the installation and testing of such systems and equipment.
- 11.3.6 For the term of the Agreement, the Operator shall permit and facilitate the Authority or its Contractors to enter onto the Operator Site for the purpose of routine or corrective maintenance of the such systems as contemplated by paragraph 11.3.5.
- 11.3.7 Entry onto the Operator Site is subject to compliance with the Operator's health and safety requirements and Legal Requirements.

#### **11.4 Defects and damage to Network Assets**

- 11.4.1 The Operator shall be responsible for monitoring the performance of the Network Assets, identifying defects and damage to the Network Assets, and for notifying the Authority of any defects in the Network Assets to the extent that it affects the ability of the Operator to provide the Services.
- 11.4.2 In the event that the Operator becomes aware of any defect or damage to the Network Assets, the Operator shall take all steps as are in the circumstances reasonable to mitigate any risk to safety.
- (a) Without prejudice to Schedule 19, the Operator shall minimise the effect of any defect or damage to the Network Assets on the ability of the Services including where appropriate rectify or procure the rectification of the defect or damage to the Network Assets with all speed;
  - (b) if the defect or damage to the Network Asset is either not capable of rectification or it is uneconomic to rectify such defect or damage, replace or procure the replacement of the Network Asset the subject of the defect or damage with an asset of similar (or better) age and condition as the Network Asset being replaced with all due speed,
  - (c) subject to paragraph 11.4.2(d), restore the Services to a state where they can be operated in accordance with Agreement as soon as reasonably practicable;
  - (d) without prejudice to its obligations to comply with the Performance Standards, to the extent that the rectification or replacement or the procurement of the rectification or

replacement of a Network Assets will affect the ability of the Operator to perform the Services or a portion thereof for a period longer than 2 days, the Operator shall procure a temporary replacement of the affected Network Asset in order to restore the Services, until such time as the replacement or rectification of the Network Asset is completed; and

- (e) in respect of the repair or replacement of an Authority Network Bus, the Operator may substitute for the damaged or defective or written off Authority Network Buses any Network Bus provided that such Network Bus is of equivalent specification, state of repair and roadworthy condition to the Authority Network Buses, with prior Approval until such time as Authority Network Bus is repaired or replaced.

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

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

## **11.5 Authority Network Bus Delivery**

11.5.1 The delivery location of each such Authority Network Bus will be nominated by the Authority, provided that it shall be within the Greater Dublin Area, (which consists of the City and county of Dublin and Kildare, Meath and Wicklow counties) and that the Operator receives at least 5 days notification of the delivery location.

11.5.2 On a date to be notified to the Operator by the Authority provided that the Operator receives at least 5 days notification of the date, the Operator shall inspect the Authority Network Buses to be delivered with the Authority in attendance to satisfy itself in relation to the Authority Network Buses.

11.5.3 The Operator may only reject delivery of an Authority Network Bus if such Authority Network Bus would not meet the requirements of a Commercial Vehicle Roadworthiness Test.

11.5.4 Except to the extent contemplated by paragraph 11.5.3, the Operator shall accept delivery of the Authority Network Bus.

11.5.5 After completing its inspection, and having determined that the Authority Network Bus would satisfy the requirements of a Commercial Vehicle Test, the Operator will:

- (a) accept such Authority Network Bus; and
- (b) deliver a certificate of acceptance (in such form as the Authority may approve) in respect of such Authority Network Bus to the Authority provided that, in the case of any Authority Network Bus which is the subject of defects, its certificate of acceptance shall record and describe the defects identified and agreed with the Authority (the "Accepted Identified Defects");

11.5.6 As of the acceptance of the Authority Network Bus in accordance with paragraph 11.5.5, the date of such delivery shall be the "Delivery Date" of that Authority Network Bus for the purposes of this Agreement.

11.5.7 If the Operator is of the reasonable opinion that an Authority Network Bus would not meet the requirements of a Commercial Vehicle Test, it shall notify the Authority on the completion of

the inspection of its reasons for such opinion and shall deliver to the Authority a certificate of rejection (in such form as may be Approved by the Authority) which shall include the reasons for such rejection together with a list of the defects identified and agreed with the Authority ("the "Rejection Identified Defects").

11.5.8 The Authority shall consider the information provided under paragraph 11.5.7 above and shall

- (a) in the case of Rejection Identified Defects, arrange for remedial or replacement works to be undertaken on the Authority Network Bus at the Authority's cost, in which event the Operator shall re-inspect the repaired Authority Network Asset in accordance with paragraphs 11.5.2 to 11.5.7;
- (b) in the case of Accepted Identified Defects,
  - i. require the Operator to carry out agreed remedial or replacement works, (the reasonable costs of which are to be agreed between the Operator and the Authority and paid to the Operator by the Authority); or
  - ii. provide a replacement Authority Network Asset for delivery to the Operator in accordance with this paragraph 11.5.

11.5.9 The Authority may at its absolute discretion inspect any repaired Authority Network Asset prior to making any payment to the Operator of the reasonable costs incurred by it and which have been agreed under paragraph 11.5.8.

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

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

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

## **11.6 Inspection of Authority Network Assets**

11.6.1 The Authority shall be entitled (and the Operator shall facilitate such entitlement):

- (a) the Authority; or
- (b) such other persons as the Authority may nominate

during normal business hours or outside normal business hours, on reasonable notice, to inspect or test the Authority Network Assets and records, and shall make available suitable inspection and/or testing facilities as the Authority may particularly specify (for the avoidance of doubt which may include but not limited to the provision of covered serviced facilities, access to utilities and welfare facilities). For the purposes of inspecting the Authority Network Assets, the Operator shall procure that the Authority is authorised to enter onto any land or into any premises at which any Authority Network Asset may be from time to time located. Entry onto any land or any premises is

subject to compliance with the Operator's health and safety requirements and all applicable health and safety legislation.

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

## **11.7 Authority Network Assets Maintenance Activities**

- 11.7.1 At a minimum, in maintaining the Authority Network Assets in accordance with paragraph 11.1, the Operator shall carry out

- (a) routine maintenance, including that as more particularly described in paragraph 11.8 ("Routine Maintenance Activities");
- (b) corrective maintenance, including that as more particularly described in paragraph 11.9 ("Corrective Maintenance Activities"); and
- (c) warranty repairs, including that as more particularly described in paragraph 11.10 ("Warranty Repair"),

(Collectively, the "Maintenance Activities").

- 11.7.2 For the avoidance of doubt, the Operator shall not be permitted to reduce the level or detail of Maintenance Activities at any time during the Contract Period.

## **11.8 Routine Maintenance Activities**

- 11.8.1 The Operator shall undertake Routine Maintenance activities which shall include but not be limited to the implementation of the following activities:

- (a) the implementation of a regular and frequent inspection and monitoring regime of the Authority Network Buses to comply at a minimum with Legal Requirements;
- (b) planned regime of regular and frequent testing of parts or components, instrumentation, security features and safety features and similar of the Authority Network Buses;
- (c) planned cleaning regime of the Authority Network Buses, which shall be at such frequency and intensity to keep, in as far as reasonably practicable each Authority Network Bus clean, free from rubbish, stains and graffiti and in good appearance at all times.
- (d) planned regime of regular and frequent servicing of the Authority Network Assets, which shall include fuelling of the Authority Network Buses;
- (e) planned regime of inspection of, and planned replacement of, parts before they fail;
- (f) planned painting regime to preserve the aesthetic appearance and finish of the exterior of the Authority Network Buses at all times, which shall be at a minimum frequency of 4 year intervals;

- (g) planned regime of replacement of seat foam and re-covering of passenger seats, which shall be at a minimum frequency of 5 year intervals;
- (h) planned renewal of wax underseal which shall be at a minimum frequency to suit warranty requirements;

#### **11.9 Corrective Maintenance Activities**

11.9.1 The Operator shall undertake Corrective Maintenance activities which shall include but not be limited to the following activities:

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

#### **11.10 Warranty Repair**

11.10.1 The Operator shall undertake Warranty Repairs, which shall include but not be limited to the following activities:

- (a) planned preventative measures to comply with the requirements of, and to preserve the eligibility for reliance on, any particular provision of the warranties (the "Warranties") set out in Annex B to this Schedule 11;
- (b) the Operator shall not do or cause to be done anything that would invalidate any of the Warranties;
- (c) if during the period upon which any Warranty may be relied on (each a "Warranty Period") the Operator becomes aware of any defects in the Authority Network Buses, including any part or component thereof, the Operator shall promptly notify the provider of the warranty and the Authority of such defects;

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

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

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

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

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

#### **11.12 Timing of Maintenance Activities**

11.12.1 The Operator shall ensure that all Routine Maintenance, Corrective Maintenance and Warranty Maintenance activities are planned and performed in a manner so as not to prejudice the provision of the Services.

#### **11.13 Modification of Authority Network Assets**

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

#### **11.14 Maintenance Management System**

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

11.14.2 The Maintenance Management System shall be of an industry standard type and functionality and the Authority shall have full access to the Maintenance Management System. .

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

- (a) a register of Authority Network Assets, including the ordinary location of each Authority Network Asset;
- (b) all Routine Maintenance activities;
- (c) all Corrective Maintenance activities; and the reason for the activity;
- (d) all Warranty Activities, and the reason for the activity;
- (e) all modifications made to Authority Network Assets, and the reason for the modification.

#### **11.15 Authority Network Asset Strategy Plan**

11.15.1 The Operator shall submit to the Authority, as part of the Implementation Plan, an Authority Network Asset Maintenance Strategy Plan (the "Maintenance Strategy Plan") that describes the strategy, and system and procedures to be implemented by the Operator in carrying out Maintenance Activities during the Contract Period.

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



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

11.15.3 The Authority shall approve or give comments on the draft Maintenance Strategy Plan within 20 Business Days of its receipt of the draft. If the Authority comments on the draft Maintenance Strategy Plan, the Operator shall take into account the comments received and shall revise the draft Maintenance Strategy Plan and submit the revised Maintenance Strategy Plan within 20 Business Days of its receipt of the Authority's comments. The Authority shall either approve the revised draft or make comments on the revised draft within 10 Business Days of its receipt. If the Authority comments on the revised draft, the process contemplated by this paragraph 11.15 shall be repeated until the Authority approves the relevant revised draft provided that the period for submission of the revised draft and for approval or comment by the Authority shall be 5 Business Days in each case.

11.15.4 Upon the draft Maintenance Strategy Plan being approved by the Authority, it shall be the "Maintenance Strategy Plan" for the purposes of this Agreement and the Operator shall comply with it.

#### **11.16 Annual Maintenance Plan**

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

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

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

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

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

11.16.4 The Authority shall approve or give comments on the Annual Maintenance Plan within 20 Business Days of its receipt. If the Authority comments on the draft Maintenance Plan, the Operator shall take into account the comments received and shall revise the draft Maintenance Plan and submit the revised Maintenance Plan within 20 days of its receipt of the Authority's comments. The Authority shall either approve the revised draft or make comments on the revised draft within 10 Business Days of its receipt. If the Authority comments on the revised draft, the process contemplated by this paragraph 11.16 shall be repeated until the Authority approves the relevant revised draft provided that the period for submission of the revised draft and for approval or comment by the Authority shall be 5 Business Days in each case.

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

## **11.17 Authority Network Buses**

11.17.1 The Operator shall operate only the Authority Network Buses made available by the Authority, except to the intent otherwise contemplated by the Agreement.

11.17.2 Where in order to provide the Services (or to comply with an instruction in a Variation Order), the Operator requires a lesser amount of Authority Network Buses than the number provided by the Authority under this Agreement, then the Operator shall request the Authority to accept, or the Authority shall require, the return of the Authority Network Buses not in use, subject to the requirements of paragraphs 11.5 (Authority Network Bus Delivery) and paragraphs 11.31 to 11.34 of this Schedule.

11.17.3 In accordance with Clause 29.2 (c) *Changes to Services*, the Authority may, at any time during the Contract Period, by giving the Operator a minimum of 20 days advance notice to the Operator, replace any Authority Network Bus with an alternative Authority Network Bus, which shall be subject to the provisions of paragraph 11.5 (Authority Network Bus Delivery). The Authority Network Bus being substituted shall be subject to the provisions of paragraph 11.31 to 11.34 of this Schedule.

## **11.18 Equipment Installed on Authority Network Buses**

- 11.18.1 The Operator shall ensure that each Authority Network Bus is fitted with the required AVL, ticketing, Wifi and CCTV equipment and associated software, as made available to the Operator by the Authority. A non-exhaustive list of such equipment is provided in Annex A.
- 11.18.2 The Operator shall ensure that all on-board equipment is operational on an Authority Network Bus prior to entering service.
- 11.18.3 The Operator shall ensure that all on-board equipment is operated whilst the Authority Network Bus is in service.
- 11.18.4 The Operator shall not without prior Approval from the Authority substitute or use additional items of equipment to those provided on the Authority Network Bus or as otherwise contemplated by this Agreement.
- 11.18.5 The Authority may replace or install at its own expense or in accordance with Clause 29.3 (c) *Changes to Services*, require the Operator to replace or install and operate (in accordance with any instructions issued by the Authority) any equipment (including but not limited to ticketing, AVL, CCTV and Wifi equipment) on the Authority Network Buses, provided that:
- (a) the Authority gives the Operator reasonable written notice of when such equipment is to be installed; and
  - (b) such installation is at such times which do not prejudice the ability of the Operator to provide the Services.

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

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

## **11.19 Ticket Roll Specification**

- 11.19.1 The Operator shall ensure that Ticket Rolls used in the ticket machines meet the specifications set out in Annex C.

## **11.20 Operator Responsibilities in relation to maintenance of Ticketing Equipment and software**

- 11.20.1 The Operator shall facilitate access to Operator Properties or Network Buses as required by the Authority or its Ticketing Equipment contractor Parkeon or agents of Parkeon for the purposes of repair, replacement/update or preventative maintenance of Ticketing Equipment and associated software.
- 11.20.2 The Authority shall ensure that a Parkeon representative or Parkeon agent visits each Operator Property weekly, in the event that the Operator Property holds less than fifty (50) Network Buses on-site, or twice weekly, in the event that the Operator Property holds fifty (50) or more Network Buses on-site. The Authority shall ensure that the Parkeon representative or agent repairs faulty ticket equipment on-site or where this is not possible, replaces the faulty equipment and replenishes spare ticketing equipment stock to ensure that at all times at least 10% spare holdings of ticket equipment are present on-site.

- 11.20.3 Where a fault is detected with on-board ticketing equipment which results in the equipment not functioning as required by the Contract, the Operator shall notify the Authority in accordance with the requirements of Schedule 8 and shall arrange for the replacement of the ticketing equipment from the Operator Property spare holding. The Operator shall replace faulty ticketing equipment with fully functioning ticket equipment within 60 minutes of the fault being detected or within 45 minutes of the start of the Trip following the Trip on which the fault was detected, whichever time period is shorter.
- 11.20.4 In the case of a ticket equipment fault, the Operator shall attach a fault report identifying the device, serial number, the bus vehicle number and noted failure to the ticket equipment and then place the device in a ticketing equipment awaiting attention area within the Operator Property.
- 11.20.5 In the event that the agreed trigger level of spares has been reached and a scheduled support visit is not due within 24 hours then the Operator shall escalate the issue to the Parkeon Help Desk to arrange an additional support visit.
- 11.20.6 The Authority shall ensure that services provided by Parkeon representative or agent during the scheduled and escalated Operator Property visits include inspection and operational testing of all available spare units, repair of all faulty devices to PCB or sub-assembly level and annual preventative maintenance service of all ticketing equipment.
- 11.20.7 The Operator shall manage and keep safe from damage spare equipment at each Operator Property where Network Buses are held. The ticketing equipment shall be held in a local powered rack where available.
- 11.20.8 In the event that a replacement item of ticketing equipment is required, the solution shall retain the functionality of the affected item but may or may not be an exact one-to-one replacement of the originally delivered component.
- 11.20.9 In the event that ticketing equipment is to be moved between Operator Properties, the Operator shall notify the Parkeon Help Desk so that the equipment quantities can be updated at both the existing and new locations to enable support services and conditions to be maintained.
- 11.20.10 The Authority, through its agent Parkeon will provide a number of regular reports to the Operator. As a minimum, the following monthly reports will be provided:
- (a) individual reactive and scheduled maintenance calls;
  - (b) volumes of remedial maintenance calls by time period;
  - (c) analysis of fault trends via product serial number and location;
  - (d) analysis of fault trends via product serial number and location; and
  - (e) out of scope calls by category.
- 11.20.11 The Operator shall pay the Authority the cost of repair or replacement of any damaged or lost ticket equipment devices, modules or subassemblies, other than in the case of fair wear and tear.

- 11.20.12 The Operator shall facilitate inspections by the Authority or its agents of the ticketing equipment and shall make available any maintenance records, meeting minutes, correspondence and reports that the Authority requires in relation to the ticketing equipment.

#### **11.21 Ticket Equipment Data**

- 11.21.1 The Operator shall be responsible for the management of all ticketing equipment data and provision of data to the Authority in accordance with the requirements set out in Schedule 8 (Ticketing and Fares Collection).

#### **11.22 Operator Responsibilities in relation to maintenance of AVL Equipment and Software**

THIS PARAGRAPH 11.22 IS SUBJECT TO CHANGE, AND WILL BE FINALISED ONCE CONTRACTUAL ARRANGEMENTS BETWEEN THE NATIONAL TRANSPORT AUTHORITY AND ITS AVL SYSTEM CONTRACTOR ARE FINALISED

- 11.22.1 The Operator shall facilitate access to Operator Properties or Network Buses as required by the Authority or its AVL System contractor or agents for the purposes of repair, replacement/updating or preventative maintenance of AVL equipment and software.
- 11.22.2 The Operator shall identify suitable staff ("AVL System 1<sup>st</sup> Line Staff") and shall make these staff available for initial training by the Authority, or the Authority's AVL System contractor, in the correction and import of operator supplied data, and equipment re-set. Initial training of AVL System 1<sup>st</sup> Line Staff shall be at Authority expense.
- 11.22.3 The Operator shall ensure that AVL System 1<sup>st</sup> Line Staff are responsible for the correction and import of Operator supplied data, and equipment reset as required.
- 11.22.4 All other software or system issues shall be notified by the Operator to the Authority's contractor by phone, or email or by creating a ticket on the contractor's web-based reporting tool (if present), within 30 minutes of identification of the issue.
- 11.22.5 In the case of a software or system issue which has a severe impact on on-line or real-time functionality, including, but not limited to:
- a) loss of entire system functionality;
  - b) critical software error in on-board equipment;
  - c) one or more inoperable dispatcher workstations;
  - d) failure of communication with a significant number of Network Buses; or
  - e) failure of WLAN system;
- then the Operator shall also notify the Authority by email within 30 minutes of identification of the issue.
- 11.22.6 In the case of any other software or system issues which have a more minor impact on on-line or real-time functionality, including, but not limited to:
- a) one WLAN access point not working; or

- b) software error in one or a small number of Network Buses, for example next stop displays show incorrect information;

then the Operator shall notify the Authority by email, within 2 hours of identification of the issue.

11.22.7 The Operator shall identify suitable staff ("AVL Hardware 1<sup>st</sup> Line Staff") and shall make these staff available for initial training by the Authority or the Authority's AVL System contractor in 1<sup>st</sup> level support of faulty AVL equipment, which shall include removal and replacement of faulty AVL equipment of faulty equipment for repair. Initial training of AVL Hardware 1<sup>st</sup> Line Staff shall be at Authority expense.

11.22.8 The Operator shall ensure that AVL Hardware 1<sup>st</sup> Line Staff are responsible for 1<sup>st</sup> level support of faulty AVL equipment, which shall include removal and replacement of faulty AVL equipment within 2 hours of identification of the issue, and shipment to AVL System contractor for repair within 5 Business Days of identification of the issue.

11.22.9 All other AVL equipment issues, other than categories that can be resolved by AVL Hardware 1<sup>st</sup> Line Staff, shall be notified by the Operator to the Authority's AVL System contractor by phone, or email within 30 minutes of identification of an issue.

11.22.10 In the event that the agreed trigger level of spares has been reached then the Operator shall inform the AVL System Contractor and the Authority by email.

11.22.11 The Authority shall ensure that services provided by the AVL System contractor representative or agent during the scheduled and escalated Operator Property visits include inspection and operational testing of all available spare units, repair of all faulty devices and annual preventative maintenance service of all on-board AVL equipment.

11.22.12 The Operator shall manage and keep safe from damage spare equipment at each Operator Property where Network Buses are held.

11.22.13 In the event that AVL equipment is to be moved between Operator Properties, the Operator shall notify the Authority so that the equipment quantities can be updated at both the existing and new locations to enable support services and conditions to be maintained.

11.22.14 The Operator shall pay the Authority the cost of repair or replacement of any damaged or lost on-board AVL equipment, other than in the case of fair wear and tear.

11.22.15 The Operator shall facilitate inspections by the Authority or its agents of the AVL equipment and shall make available any maintenance records, meeting minutes, correspondence and reports that the Authority requires in relation to the AVL equipment.

### **11.23 Particular Requirements in relation to CCTV Equipment**

11.23.1 The Operator shall be responsible for the operation, maintenance and management of all CCTV equipment and associated software supplied with each Network Bus

11.23.2 The Operator shall be responsible for the supply of any other necessary equipment, software and communications systems and infrastructure necessary for the transfer of CCTV images from Network Buses as required, and for the supply of image storage and retrieval systems, in accordance with the general requirements below.

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

11.23.4 The Operator shall be responsible for the storage of CCTV footage. All CCTV footage shall be retained for a minimum period of 7 days after recording, or for other period as may be specified by the Authority.

11.23.5 The Operator shall supply specified CCTV footage to the Authority within 5 Business Days of Authority request

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

11.23.7 The obligations contemplated by this paragraph 11.23 are in all cases subject to the Data Protection Acts.

#### **11.24 Particular Requirements in relation to On-Board Passenger Wi-Fi Services**

11.24.1 The Operator shall be responsible for the supply, installation and commissioning and for the operation, maintenance and management of Passenger Wi-Fi Services, in accordance with the general requirements below, and in accordance with the requirements set out in Annex D to this Schedule 11.

11.24.2 Data connectivity for Passenger Wi-Fi Services to be provided by the Operator shall be 4G enabled or greater.

#### **11.25 Passenger Wi-Fi System Back Office, Licences, Permissions**

11.25.1 The Operator shall use a back office application as set out in Annex D to this Schedule 11 to manage all Passenger Wi-Fi Services on board Network Buses.

11.25.2 The Operator shall obtain and maintain for the duration of this agreement all permissions, licences and consents necessary for the Operator to provide the required Passenger Wi-Fi Services.

#### **11.26 Passenger Wi-Fi Services security**

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

11.26.2 The Operator shall take appropriate security measures against unauthorised access to, or unauthorised alteration, disclosure or destruction of, Personal Data, in particular where the processing involves the transmission of data over a network and against all other unlawful forms of processing and that it shall take all reasonable steps to ensure that persons employed by the Operator are aware of and comply with the relevant security measures as aforesaid.

#### **11.27 Passenger Wi-Fi Services reports and Performance Payments**

11.27.1 The Operator shall operate and maintain the Passenger Wi-Fi Services equipment to the appropriate industry standard, and shall manage the maintenance of Passenger Wi-Fi Services equipment and network to ensure that the Passenger Wi-Fi Services performance standards set out in paragraph 19.14 of Schedule 19 are met.

11.27.2 The Operator shall provide reports to the Authority each Reporting Quarter on the overall status of the Passenger Wi-Fi Services.

**11.28 Clause not used**

**11.29 Passenger Wi-Fi Services records**

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

**11.30 Network Asset Reporting**

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

**11.31 Authority Network Asset Return**

11.31.1 The Return Date for the Authority Network Assets is the Expiry Date.

11.31.2 On the Return Date, the Operator shall

- (a) return all Authority Network Assets in the condition required by paragraph 11.32 (the "Return Condition") (except when so otherwise agreed between the Parties) at a location to be determined by the Authority provided that it shall be in within the Greater Dublin Area, (which consists of the City and county of Dublin and Kildare, Meath and Wicklow counties) and that the Operator receives at least 5 Business Days notification of the return location; or
- (b) allow the Authority to remove Authority Network Assets in the Return Condition from the Operator Site or other such Approved location; or
- (c) pay to the Authority a sum equal to the full replacement value in respect of any Authority Network Assets not returned.

**11.32 Return Condition**

11.32.1 The Operator shall return the Authority Network Assets:

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



fair wear and tear return conditions and unacceptable fair wear and tear return conditions.

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

(collectively the "Return Condition").

### **11.33 Exit Condition Inspection**

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

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

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

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

11.33.5 Within 4 weeks, the Authority may consider, confer with, or seek further information from the Operator prior to issuing the final report.

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

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

11.33.8 If any Parties dispute the findings of the Exit Condition Report, the matter may be dealt under the Dispute Resolution Procedure.

#### **11.34 Return**

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

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

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

**Annex A: Non exhaustive list of Authority Network Assets**

Authority Network Buses to be provided				
Reference	Fleet Element	Year of Registration	Bus Type	No. to be made available
Initial Tranche	2018 Single Deck	2018	Single Deck (WrightBus Streetlite 11.5m, Micro Hybrid)	40
	2018 Double Deck	2018	Double Deck (Volvo BT5L/Wrights Eclipse Gemini 3, Euro 6 engine)	24
Remaining tranche	2013 - 2017 Double Deck	2017	Double Deck (Volvo BT5L/Wrights Eclipse Gemini 3, Euro 6 engine)	13
		2016	Double Deck (Volvo BT5L/Wrights Eclipse Gemini 3, Euro 6 engine)	12
		2015	Double Deck (Volvo BT5L/Wrights Eclipse Gemini 3, Euro 6 engine )	12
		2014	Double Deck (Volvo BT5L/Wrights Eclipse Gemini 3, Euro 6 engine)	12
		2013	Double Deck (Volvo BT9L/Wrights Eclipse Gemini 2, Euro 5 engine)	12
Total				125



**FORM OF THIRD PARTY WARRANTY**

**DATED**

**2017**

**[CONTRACTOR]**

**[THE NATIONAL TRANSPORT AUTHORITY]**

**and**

**[OPERATOR]**

**THIRD PARTY WARRANTY**

**THIS DEED OF THIRD PARTY WARRANTY** is made on the [ • ] day of [ • ]

**BETWEEN:**

- (1) [CONTRACTOR] a company incorporated under the laws of [ • ] and having its registered office at [ • ] (the “**Contractor**”);
- (2) The **NATIONAL TRANSPORT AUTHORITY** having its principal office at Dún Scéine, Iveagh Court, Harcourt Lane, Dublin 2, Ireland (the “**NTA**”);] and
- (3) [OPERATOR] a company incorporated under the laws of [ • ] and having its registered office at [ • ] (the “**Operator**”).

**WHEREAS:**

- (A) The NTA has entered into a framework agreement (the “**Framework Agreement**”) with the Contractor under which the Contractor has agreed to design, manufacture, construct, supply and deliver regional commuter buses to the NTA.
- (B) Pursuant to the Framework Agreement, the NTA may place orders from time to time for the Build, supply and delivery of Buses (each such order together with the Framework Agreement and the other Contract Documents (as defined in the Framework Agreement) being the “**Contract**”).
- (C) By a public service contract for the purposes of Chapter 2 of Part 3 of the Dublin Transport Authority Act 2008 dated [ • ], the Operator was appointed by the NTA to provide certain public passenger transport services.
- (D) It is a requirement of the Framework Agreement and the related Contract that this Third Party Warranty be entered into by the parties hereto.

**NOW IT IS AGREED** that in consideration of the payment of one Euro (€[REDACTED]) by the Operator to the Contractor, receipt of which the Contractor acknowledges:

**1. Definitions and Interpretation**

1.1 In this Third Party Warranty, unless the context otherwise requires, any capitalised words or expressions shall have the same meaning as in the Framework Agreement.

1.2 In this Third Party Warranty:

“**Equivalent Document**” means:

- (a) in the case of the Operator, the Contract; and
- (b) in the case of the NTA, this Third Party Warranty;

“**Warranties**” means:

- (a) in the case of the Contract, Clause 4 and Clause 15 of the Framework Agreement; and

- (b) in the case of this Third Party Warranty, Clause 2 and Clause 3 of this Third Party Warranty;

**“Warranty Period”** has the meaning given to it in Appendix 1.

## 2. General Warranties

2.1 The Contractor represents and warrants that each Bus when Built and at its Delivery Date will:

- (c) be in accordance with, and comply with, the Contract;
- (d) be of good materials and workmanship;
- (e) be capable of any standard of performance set out in the Specifications;
- (f) be, at least, of merchantable quality;
- (g) have received and, to the extent applicable, comply with EC Whole Vehicle Type Approval or National Small Series Type Approval from the National Standards Authority of Ireland;
- (h) conform to and comply with:
  - (i) all applicable Irish regulations and legal requirements;;
  - (ii) all applicable European Union legislation; and
  - (iii) to the extent not inconsistent with clause 2.1(e), clause 2.1(f)(i) or clause 2.1(f)(ii), all of the applicable regulations and legislation of the Government of the United Kingdom (including the Tilt Test) and certificate of initial fitness;
- (i) comply with all applicable requirements in force in relation to the Building of the Buses;
- (j) be fit for use as a vehicle for the provision of public passenger transport services operating on public roads; and
- (k) other than in respect of the installation and commissioning of such signage or equipment to be supplied by third party suppliers as may be agreed by the NTA and the Contractor, be ready for immediate use (including, being duly fitted out) at the delivery location.

2.2 Neither the facility for inspection and testing before delivery (whether or not availed of) nor acceptance of the Buses, nor any payment made by, or on behalf of, the NTA or the Operator, shall relieve the Contractor of its obligation to comply with any provision of this Third Party Warranty.

2.3 The Contractor shall be responsible for the quality, suitability and fitness for purpose of the whole of the Buses supplied, whether or not any part or component thereof is manufactured or supplied by sub-contractors or other third party.

## 3. Warranty and Remedying of Defects

3.1 Subject to the remaining provisions of this clause 3 and the Warranty Periods specified in Appendix 1, the Contractor warrants to the Operator, in respect of each Bus delivered under the Framework Agreement, that if, during the Warranty Period, any defect should appear in the Buses, including any part or component thereof, which is caused by or arises out of a failure by the Contractor to comply with its obligations under the Contract, the Contractor shall, upon being notified in writing by the Operator, promptly and at the cost and risk of the Contractor,

- repair, replace or otherwise make good such defect as well as any damage caused to the Bus by such defect.
- 3.2 Without prejudice to Clause 3.1, the Contractor warrants to the NTA that the Buses shall be suitable and fit for the purposes and capable of the performance required of them in accordance with a Contract and all equipment used in the manufacture of the Buses shall be manufactured and constituted in a good workmanship manner with material of good quality.
- 3.3 The Contractor will meet the cost of any repairs, replacements or other making good of defects in accordance with Clause 3.1, except where such repair, replacement or making good was necessary to remove any accessory or fitment not expressly approved in writing by the Contractor from a Bus or contemplated by a manual or instructions previously issued by the Contractor, in which case the NTA shall pay the reasonable cost for such work and for any work of reinstatement.
- 3.4 The Contractor shall:
- (a) provide the Operator with as much prior notice of the proposed time and method of remedying the defects as the circumstances reasonably permit; and
  - (b) comply with any directions of the Operator in relation to its proposed time and method of completion of remedying the defects.
- 3.5 The Operator shall notify the Contractor of any defects as soon as practicable after the defect is discovered and in any event prior to the expiry of the applicable Warranty Period.
- 3.6 The warranty contained in Clause 3.1 shall not apply to:
- (a) any defect which arises by reason of:
    - (i) fair wear and tear;
    - (ii) nuisance, misapplication, overloading, improper adjustment, faulty workmanship or wilful neglect by the NTA or the Operator or their servants or agents;
    - (iii) deterioration resulting from failure to provide proper protection and storage facilities after Delivery of the Bus;
    - (iv) fitment of unsuitable body work attachments or accessories;
    - (v) failure to carry out maintenance in accordance with the Contractor's recommendations; or
    - (vi) any deliberate or negligent or accidental damage by the Operator; or
  - (b) any defect caused by a repair or replacement carried out other than by a distributor or dealer who has been approved by the Contractor except where consent for such repair or replacement was given by the Contractor.
- 3.7 Forthwith upon receipt of a valid warranty notification in writing from the Operator of a defect in any Bus, the Contractor shall elect to either replace the defect complained of or to repair such defect, and shall advise the Operator (copying the NTA) of its decision in this regard within two (2) Working Days of the matter first being notified to it.
- 3.8 If the Contractor elects to repair a defect under the terms of its warranty, it must promptly effect such repair.



- 3.9 The Operator acknowledges that the warranty provided in Clause 3.1 is subject to the limitations and conditions set out in paragraph 3 of Appendix 1.
- 3.10 Where the Operator is satisfied that the Contractor has made good any defects specified in a notice given under clause 3.1 or clause 3.5, it shall notify the Contractor in writing that such defects have been made good and the defect shall be taken to be remedied for the purposes of this Third Party Warranty from the date of such notice.
- 3.11 If any defect is not remedied promptly after the Operator notifies the Contractor of the defect, the Operator may, with the prior written consent of the Contractor (which consent shall not be unreasonably withheld or delayed), remedy or repair the defect or procure the remedying or repair of the defect, without prejudice to the warranties contained herein and in Schedule Five of the Framework Agreement or to any other right or remedy which the Operator may have, and the costs of such remedy or repair shall be paid by the Contractor.
- 3.12 If, during the Warranty Period, a defect is discovered in the Buses which can be rectified by a part or component replacement, the Operator may, with the prior written consent of the Contractor (which consent shall not be unreasonably withheld or delayed), remedy the defect through making or procuring such replacement and the costs of replacement, installation and/or testing shall be paid by the Contractor. The Contractor shall not be liable for defects or damage to the Buses arising solely due to faulty installation of such part or component by the Operator or their respective agents or consultants unless attributable to advice or instruction given by the Contractor.
- 3.13 To the extent that the Contractor has received the benefit of any warranties from any sub-contractor or supplier of any parts, components, equipment or goods which extend beyond the Warranty Period, the Contractor shall (to the extent that the Contractor is legally able to do so), assign the benefit of all such warranties to the Operator if requested to do so by the Operator.
- 3.14 Notwithstanding the expiry of the Warranty Period, the Contractor shall remain liable for the making good of any defect notified to the Contractor prior to the Warranty Period expiring.
- 3.15 If, prior to the date which is two years after the Delivery Date of the last Bus the subject of any Contract, a defect in a Bus manifests itself in a similar manner in twenty percent (20%) or more of the total number of Buses delivered at that time under the Contract and the NTA is requiring that any work necessary to remedy the cause of and make good that defect, or to prevent it developing, be done by the Contractor forthwith at the Contractor's own expense to each such Bus which has already been delivered to the Operator pursuant to the relevant Contract, notwithstanding that the particular defect may not have developed or become apparent in all those Buses, the Operator shall facilitate the Contractor in carrying out such works.
- 3.16 If, with respect to any design elements or structural techniques, any defect is revealed in any Bus after the Warranty Period has expired, the Contractor shall:
- (a) forthwith on receipt of a request from the Operator, carry out such examination and tests as may be necessary to determine the cause of the defect; and
  - (b) furnish the Operator with the result thereof and with all relevant technical information and instructions necessary to enable the Operator to remedy the defect.
- 3.17 Where a part or component part of a Bus is replaced by the Contractor, or the cost of replacement of such part or component part is borne by the Contractor, the part or component part which has been removed shall become the Contractor's property.
- 3.18 Where a defect is repaired, replaced or otherwise made good by the Contractor in accordance with clause 3.1, the terms of this Third Party Warranty shall apply to such repaired or replaced part for the remainder of the applicable Warranty Period.
- 3.19 The Operator's remedies under this Clause 3 shall be without prejudice to any other rights and remedies of the Operator under this Third Party Warranty, at law or otherwise.

**4. Training, Spare Parts and Information**

- 4.1 The Contractor shall provide training in the use and maintenance of the Buses to such personnel as the Operator may nominate if and to the extent required to do so by the NTA in accordance with the relevant contract between the NTA and the Contractor.
- 4.2 The Contractor undertakes to maintain available for purchase by the Operator at reasonable cost spare parts for the Buses for a period ending on the earlier of:
- (a) fifteen (15) years from the date of the this Third Party Warranty; and
  - (b) its ceasing to operate the Buses for the NTA.
- 4.3 The Contractor reserves the right to make improvements in or alterations to the materials, specification, dimensions, design, production, packaging, or finish of spare parts, provided that the Contractor warrants to the Operator that such spare parts so improved or altered:
- (a) shall be suitable for use in the Buses; and
  - (b) shall be the same or better quality than the spare parts originally used.
- 4.4 Within fourteen (14) days of any request from the Operator, the Contractor shall supply to the Operator, free of charge and written in the English language, technical drawings of chassis structural parts, body panels and glass panels, which may be required for the maintenance of the Buses, together with service information and maintenance specifications. The Operator acknowledges the Contractor's Intellectual Property rights in relation to such information.
- 4.5 All drawings and prints supplied by the Contractor to the Operator in connection with this Third Party Warranty shall remain the property of the Contractor but the Operator shall be entitled to use the same as necessary for the purposes of this Third Party Warranty and the operation and use of the Buses.

**5. Software**

The Contractor shall comply with, and perform, clause 13 of the Framework Agreement for the benefit of the Operator.

**6. Special Tools**

The Contractor agrees that the Operator shall be entitled to exercise the rights, and has all the entitlements, contemplated by clause 14 of the Framework Agreement.

**7. Indemnities/insurances**

- 7.1 Clauses 18, 20.4, 20.5, 20.6 and 20.8 of the Framework Agreement are incorporated into this Third Party Warranty, provided that any reference to "Third Party Operator" shall be construed as referring to the Operator.
- 7.2 Each of the parties to this Third Party Warranty agree and acknowledge that the NTA, the Contractor and Operator are each entitled to, and subject to, the rights, entitlements, obligations and liabilities of clauses 18, 20.4, 20.5, 20.6 and 20.8 of the Framework Agreement, as incorporated in this Third Party Warranty (as modified in accordance with clause 7.1)
- 7.3 The Contractor acknowledges that:
- (a) it is liable to pay the full amount of any deductibles or excess amounts payable under the policies of insurance required to be provided pursuant to Clause 20 of the Framework Agreement; and

- (b) nothing in this clause or the Framework Agreement limits, or shall be deemed to limit, the obligations, liabilities or responsibilities of the Contractor under this Third Party Warranty or otherwise. .

**8. Intellectual Property**

- 8.1 Clause 19 of the Framework Agreement are incorporated into this Third Party Warranty, provided that any reference to "Third Party Operator" shall be construed as referring to the Operator.
- 8.2 Each of the parties to this Third Party Warranty agree and acknowledge that the NTA, Contractor and Operator are each entitled to, and subject to, the rights entitlements, obligations and liabilities of clause 19 of the Framework Agreement, as incorporated in this Third Party Warranty (as modified in accordance with clause 8.1

**9. Confirmation of Consent**

The NTA has entered into this Third Party Warranty to confirm its consent to this Third Party Warranty.

**10. Governing Law and Jurisdiction**

- 10.1 This Third Party Warranty shall be governed by and construed in all respects in accordance with the laws of Ireland.
- 10.2 The parties hereto agree to submit to the exclusive jurisdiction of the Courts of Ireland as regards any claim or matter arising out of or in relation to this Third Party Warranty.

**11. Counterparts**

- 11.1 This Third Party Warranty may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when executed and delivered, shall constitute but one and the same instrument.

**[EXECUTION BLOCK]**

## **Appendix 1**

### **Warranty Periods**

#### **2. Warranty Period**

1.1 The following Warranty Periods apply under this Third Party Warranty:

- (a) in the case of the complete chassis (including all components thereof), the Warranty Period is 3 years parts and labour.
- (b) in the case of the driveline, inclusive of engine, gearbox and rear axle, the Warranty Period is 5 years parts and labour.
- (c) in the case of the entire bodywork (including all components thereof but excluding the structure), the Warranty Period is 3 years parts and labour.
- (d) in relation to the structure of the Buses, the Warranty Period is 12 years parts and labour.
- (e) in relation to the flooring of the Buses, including rot proofing, the Warranty Period is 12 years parts and labour.
- (f) in relation to corrosion resistance of the Buses, the Warranty Period is 12 years parts and labour.
- (g) in relation to all other matters, the Warranty Period is 36 months parts and labour.

#### **3. Commencement of Warranty Period**

3.11 In the case of each Bus, the Warranty Period commences from the earlier of:

- (h) the date which is four months after the date of Delivery of each Bus in accordance with the requirements of the Framework Agreement; and
- (i) the date on which each Bus is first put into commercial service.

#### **4. Limitations and Conditions**

4.11 The driveline warranty in respect of each Bus is subject to a maximum mileage of 500,000 kilometres.

4.12 The warranty provided by the Contractor in respect of the corrosion resistance of the Buses shall be subject to:

3.2.1 an inspection of the corrosion resistance of such Bus by the Contractor and the Operator at the end of three (3) years after the relevant Delivery Date (or such other date as may be agreed), and annually thereafter; and

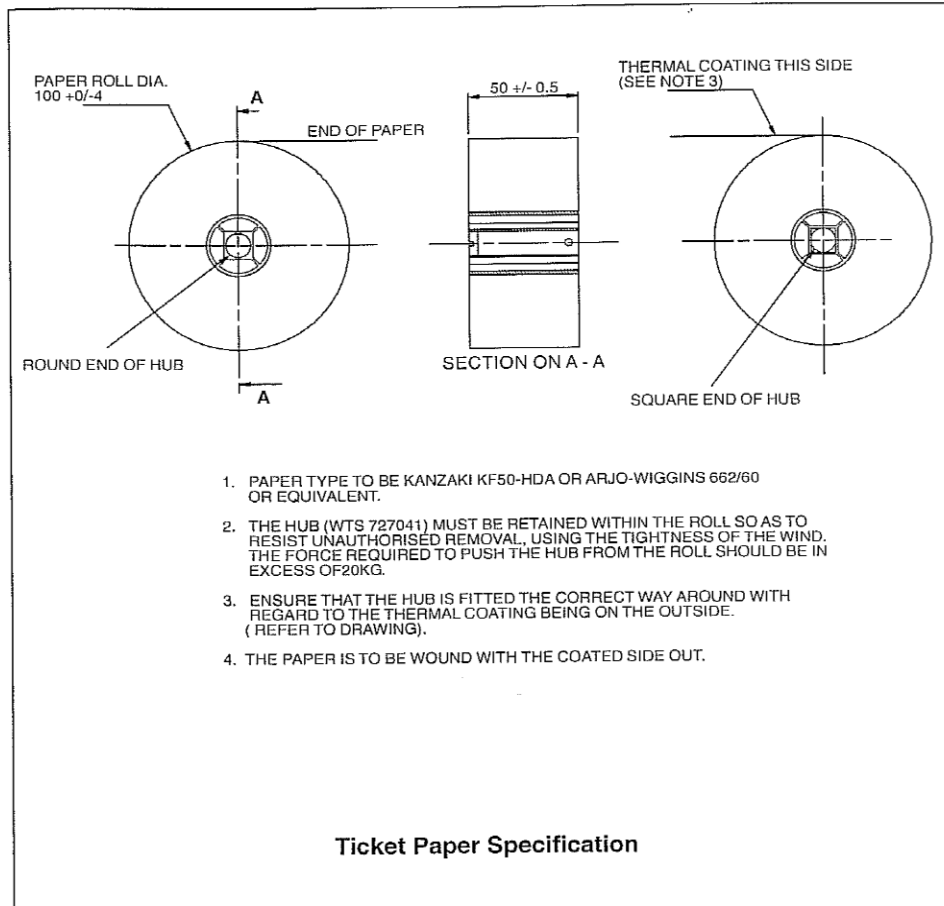
3.2.2 re-treatment of the corrosion resistance of the Buses by, or on behalf of, the Operator in accordance with the Contractor's written guidelines.

4.13 The warranty provided by the Contractor in respect of the u saloon flooring of the Buses shall be subject to:

3.2.1 an inspection of the flooring of the Buses by the Contractor and the Operator at the end of three (3) years after the relevant Delivery Date (or such other date as may be agreed), and annually thereafter; and

3.2.2 any damage to the underseal of the Buses being promptly remedied by, or on behalf of, the Operator in accordance with the Contractor's written guidelines.

## Annex C: Ticket roll paper specification



## **Annex D: Passenger Wi-Fi Services**

### **PART 1: OPERATOR RESPONSIBILITIES**

#### **1. Overview of operator responsibilities**

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

#### **2. Provision of passenger Wi-Fi services**

- 2.1 In advance of the provision or modification of passenger Wi-Fi services and associated equipment, the Operator shall provide evidence to the satisfaction of the Authority, prior to installation or modification, that the proposed passenger Wi-Fi services and associated equipment would either meet or exceed the requirements of this Annex.
- 2.2 In the event that on-board passenger Wi-Fi equipment is already on board Network Buses supplied by the Authority, and the operator wishes to replace this equipment with its own proposed equipment, the operator shall at its own cost remove and store any existing passenger Wi-Fi equipment from Network Buses and at its own cost install and commission new equipment.
- 2.3 Any installation and commissioning of on board Wi-Fi equipment must be done in accordance with a method statement and commissioning document agreed between the Authority (or its agents) and the Operator. The Authority (or its agents) will carry out random quality checks on all completed installations. If at any point it is found that the installation quality is unsatisfactory or if the installation is not to the standard and method as agreed then Operator will be required to revisit and repair all vehicles installed up to that point.
- 2.4 The Operator shall obtain and maintain for the duration of this agreement all permissions, licences and consents necessary for the Operator to provide the required Wi-Fi services.
- 2.5 Any new equipment installed on Network Buses shall be managed and maintained by the Operator for the duration of the contract, and become the sole property of the Authority. upon expiry of the Contract.

#### **3. Remote System Monitoring**

- 3.1 The Operator shall monitor all buses on a daily basis to confirm that data download and GPS functions are operating correctly, including:
  - Remote monitoring and management of– on board hardware, software and communications;
  - Remote problem diagnosis and resolve of incidents;
  - On board equipment configurations and security settings;
  - Software and firmware updates;

- Cellular data software and firmware updates;
- Quality testing of on-board equipment;
- Coordinating corrective maintenance; and
- Support for preventive maintenance.

#### **4. Customer Service and Support**

- 4.1 The Operator shall provide customer service and support in relation to the passenger Wi-Fi services.
- 4.2 The Operator shall provide customer service and support by phone and email. Customer service contact phone numbers and email addresses and opening hours shall be as described in Schedule 13: Customer Services.
- 4.3 The Operator will ensure the following customer response times in relation to passenger Wi-Fi services:
- Phone answered, with menu options within 10 seconds, 99% of time
  - Phone answered by person within 60 seconds, 95% of time.
  - Email response within 2 Business Days of receipt
- 4.4 The Operator shall provide passenger Wi-Fi customer services staff with suitable training to enable them to assist customers with passenger Wi-Fi issues.

#### **5. Report on passenger Wi-Fi service status**

- 5.1 The Operator will provide a report on passenger Wi-Fi services each Period to The Authority, which shall be incorporated into the Period Operations Report as described in Schedule 18. The report shall provide:
- a list of passenger Wi-Fi service failures detected or reported during the Period, the type, extent and duration of each failure, and the actions carried out to rectify the failures;
  - the current status of the passenger Wi Fi service on network buses;
  - a data usage summary of all devices showing number of unique users, number of sessions, total data downloaded, total data uploaded, average upload per user, average download per user and average session time for that Period;
  - number of unique users that have logged onto the system in the Period, including number of new users (new users can be estimated from the number of completed survey forms at login);
  - Average user session length, and data usage per session for the Period;
  - Total amount of data sent and received in Period
  - Any data use limits set if applicable.



## 6. Equipment Failures

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

## 7. Wi-Fi management system failures.

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

- Terrestrial connectivity
- System connectivity
- Operator network

- 7.2 The Operator shall meet the response times set out below:

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

## **8. Passenger web portal**

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

## **9. Security**

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

## **10. Records to be retained**

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

## **11. Disaster Recovery and Business Continuity**

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

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

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

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

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

Serial No.	Description
6	<p><b>Splash page and Advertisements.</b></p> <ul style="list-style-type: none"> <li>• The system must allow the control of the images and text that appear on the Wi-Fi user splash page.</li> <li>• It should also allow the creation and control of advertising campaigns that appear on the web page of the Wi-Fi user.</li> <li>• The system must have the ability to collect passenger surveys information that are located on the splash page, and allow the download of these surveys in standard spread sheet formats. The content and format of these surveys should be configurable by the user of the system.</li> </ul>
7	<p><b>Future developments</b></p> <p>The system should have the flexibility to be modified in the future to incorporate changes in functionality that may be agreed between the Authority and the Operator.</p>

## (ii) Specification of the Wi-Fi equipment

Either of these specifications should be matched or exceeded in any equipment proposed by the Operator

### Option A: Key Features

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

### Option B: Key FeaturesDual diversity WAN connections

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

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

<b>Bus element</b>	<b>Fair Wear and Tear</b>	<b>Unacceptable Wear and Tear</b>
<b>General</b>		
General:	The interior and exterior of the Bus must be washed and clean to permit inspection.	Dirty exterior or interior
	The vehicle must be returned with a similar fuel level to that provided.	Low fuel level
	All vehicle keys to be returned.	Missing keys
	No graffiti present on any element of the bus.	Any graffiti present anywhere on the bus.
<b>On-board Equipment</b>		
CCTV equipment	Minor wear and tear (scratches and scuffs) to elements caused by everyday use. System to be operational. No damage to camera lenses.	Any element of missing or broken equipment. System inoperable.
AVL equipment	Minor wear and tear (scratches and scuffs) to fittings caused by everyday use. System to be operational	Any element of missing or broken equipment. System inoperable.
Ticket equipment	Minor wear and tear (scratches and scuffs) to elements caused by everyday use. System to be operational.	Any element of missing or broken equipment. System inoperable.
Fire suppression equipment	Minor wear and tear (scratches and scuffs) to elements caused by everyday use. System to be recently tested and operational.	Any element of missing or broken equipment. System inoperable.
Wifi equipment	Minor wear and tear (scratches and scuffs) to elements caused by everyday use.	Any element of missing or broken equipment
PA System	Wear caused by normal everyday use	Inoperative microphones and damage covers, Inoperative speakers or damaged speaker covers. Inoperative or damaged speaker amplifier.
Internal Passenger Information Displays	Wear caused by normal everyday use causing light scratches and scuffs	Inoperative or partially operational of Passenger Information Displays. Dim lighting displays.
External Information Displays	Wear caused by normal everyday use causing light scratches and scuffs	Inoperative or partially operational of Information Displays. Dim lighting displays.
<b>Exterior</b>		

Tyres	All tyres to be returned with a tread depth greater or equal to that when delivered to the Operator, and in such condition to comply with all legal requirements and manufacturers	Moderate sidewall or tread damage to tyres. No open cuts to tyre surfaces.
Wheels	Light scratches and scuffs to wheel hubs, rims and trims.	Extensive scratching and damage to the wheel hubs, rims and trims.
Bodywork: Livery/paintwork	Very minor fading of paint due to age or weather. Minor differences in paintwork due to use of repainted or replacement panels.	Faded, worn or flaking paintwork. Faded logos. Discernible difference in paintwork between replacement panels. Patchwork of repaired panels or repaired body work. Brush painted repairs
Bodywork: Scratches and Scuffs	Scratches and scuffs to bumpers, stone chippings on the front and low sides of the vehicle and minor scratches to paintwork if the paint surface is not broken	Any scrapes or scratches that expose metal and/or repainting and/or filling is necessary to repair the scrape or scratch.
Bodywork: damage	Isolated minor dents where the surface of the metal is not exposed.	Multiple dents, holes, cracks or other impact damage to bodywork or bumpers. Non matching replacement panels. Damage to panels caused by defective repair.
Corrosion	Light corrosion caused by normal use.	Moderate corrosion from any cause.
Mirrors	Light scratches and scuffs to the mirror casings and arms	Missing cracked or damaged mirrors glass. Heavy scratches and scuffs to the mirror casings and arms
Lights and lenses	All lights and lenses to be intact and operational.	Any broken or cracked lamps and lenses
Doors and Trim	Door opening mechanism to be fully operational	Doors either fully or partially inoperative.
Windscreen, window panes	No chips or cracks in glass panels. . All glass panels to be fitted correctly, secure and watertight. All windows must open fully.	Chips and cracks in any piece of glass. Any etching to glass. Any broken glass panels.
Wheelchair ramp	Light dents to the covers on ramp that do not affect the operation. Minor colour fading to ramp surface.	Ramp either fully or partially inoperative
<b>INTERIOR</b>		
Notices	All manufacturer or safety notices provided on bus to be returned or replacements provided.	Operator specific notices. Missing or damaged manufacture or safety notices.

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



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

## **12.1 Operator security obligations**

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

12.1.2 The Operator shall be responsible for

- (a) facilitating, supervising and coordinating the activities of its own resources with An Garda Síochána, and shall make 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 investigation 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 Network Assets against vandalism and trespass.

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

12.2.2 The Security Management Plan shall be updated at regular intervals, and at least annually to accompany the Annual Contract Review, 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, and use its reasonable endeavours to ensure they remain in a state of good repair and free of vandalised equipment, fixtures and surfaces. The Operator shall ensure a timely response to vandalism incidents.

### **12.4 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 suspended or diverted Services due to anti-social behaviour or vandalism in the Period Operations Report.

## **Schedule 13: Customer Care**

### **13.1 Customer Charter**

- 13.1.1 The Operator shall prepare a Customer Charter and shall provide a copy of the Customer Charter to the Authority for approval as part of the Operator's Implementation Plan.
- 13.1.2 The Customer Charter shall set out the Operator commitments to passengers using the Network, and shall incorporate the relevant performance requirements set out in this Agreement, and in particular the performance targets set out in Schedule 19.
- 13.1.3 The Customer Charter shall include but not be limited to
- a) Operator commitments to the passenger;
  - b) Providing a quality bus service;
  - c) Providing an accessible bus service;
  - d) Treating customers equally and accommodating diversity;
  - e) Safety and security of customers;
  - f) Lost property arrangements;
  - g) Informing passengers;
  - h) Paying for the journey;
  - i) Environmental commitments;
  - j) Comments and complaints; and
  - k) Contact information.
- 13.1.4 The Operator shall incorporate a summary of passenger rights under EC Regulation 181/2011 in the Customer Charter, and shall set out the procedure for making passenger complaints in relation to passenger rights, including contact details, Operator response times and the process for appeals to the Authority, including contact details, in case of dissatisfaction with Operator response.
- 13.1.5 The Operator shall state in the Customer 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).
- 13.1.6 The Authority shall provide the Operator with such comments and amendments as it requires in respect of the Customer Charter within 20 Business Days of receipt from the Operator. The Operator shall incorporate such comments and amendments into the final Customer Charter.
- 13.1.7 The Operator shall amend the Customer Charter to meet changes in Authority requirements, which the Authority may require from time to time. The Operator may propose improvements to the Customer Charter for prior approval by the Authority (such approval not to be unreasonably withheld or delayed).

13.1.8 The Operator shall ensure that copies of the Customer Charter are displayed and available for download in Irish and English on the Operator Website. The Operator shall also make available paper copies of the Customer Charter, including copies in accessible formats, to passengers upon request.

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

### **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 the Authority's approval, as part of the Operator's Operating Plan. The Customer Service Policy shall include but not be limited to the matters set out in paragraphs 13.3 to 13.10 of this Schedule. The Customer Service Policy shall set out the service levels that the Operator intends to achieve in relation to the matters set out in paragraphs 13.3 to 13.10 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 with reduced mobility**

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

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

13.3.3 The Operator shall attend quarterly meetings of an accessibility user group as required by the Authority. The accessibility user group shall comprise the Operator and representatives from disability awareness groups in Ireland and may comprise other public transport operators in Ireland. The aim of the accessibility user group will be to identify issues of concern to passengers with disabilities and special needs and to improve their travel experience on the Network. If requested, the Operator shall arrange for visits by disability awareness groups to familiarise themselves with the Network.

13.3.4 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), or any replacement committee.

### **13.4 Operator Customer Service Centre**

- 13.4.1 The Operator shall provide a Customer Service Centre to handle Twitter, on-line, email, telephone and letter communications from customers and other stakeholders. The Customer Service Centre telephone line and Twitter account shall be open for customer contact during at least the following hours:
- 0700 to 1900 Monday to Friday (excluding Public Holidays)
  - 0800 to 1800 Saturday, Sunday and Public Holidays (except Christmas Day)
  - At specific times when required by the Authority or agreed by the Parties to support special events or in case of serious service disruptions to facilitate customer needs.
- 13.4.2 The opening times for the Customer Service Centre telephone line and Twitter account shall be made available on the Operator website, Twitter profile and in email responses.
- 13.4.3 The Operator shall provide sufficient customer service staff to respond to customer queries, comments or complaints during these hours. Customer service staff shall deal with customer communications by telephone, email, Twitter tweets and direct messages, on-line comments and complaints form and correspondence by letter.
- 13.4.4 The telephone number for customers who wish to contact the Operator shall be a single LoCall (1850) number. The email address shall be customercomment@[operator].ie. The Services Twitter Account address, which shall be used for all communications relating to customer services and customer information, shall be @[operator]. No other customer contact telephone numbers, emails or Twitter accounts shall be published by the Operator without the consent of the Authority. The Customer Service Centre shall deal with customer communications including but not limited to the following:
- (a) Provision of information on all aspects of the Network including Service frequencies, travel time between main Stops, time of first and last Services on a Route, location of stops, connections to other scheduled bus services, or to local rail services, etc;
  - (b) Provision of information on fare zones, tickets, Leap Cards, through ticketing arrangements in relation to journeys requiring the use of Services included in this Agreement and one or more public transport services not included in this Agreement, means of purchase and payment for all ticket types which can be used on the Services, and location of ticket agents;
  - (c) In the event of service disruptions, advising customers of any delay to service, the reason for the delay, the likely duration of the incident, and alternative travel options if applicable;
  - (d) Arranging assistance for customers with disabilities or special needs;
  - (e) Issuing customer ID cards for use with tickets
  - (f) Dealing with payments and appeals relating to Standard Fare Notices;
  - (g) Dealing with ticket refunds;
  - (h) Handling public complaints;
  - (i) Responding to public comments;
  - (j) Dealing with lost property enquiries
- 13.4.5 Customer service staff shall refer customer queries, comments or complaints that specifically relate to another operator's services to the relevant contact points included in Annex A of this Schedule 13.
- 13.4.6 The Customer Service Centre shall comply with the Operator obligations in relation to customer support services for Leap Card set out in the 'ITS Requirements' document.

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

- (a) Relevant Bye-laws
- (b) Customer Charter
- (c) The Operator's Customer Service Policy
- (d) Disability awareness
- (e) Service information: Frequencies, travel time between main Stops, time of first and last bus services, location of stops, connections to other local public transport services, , etc.
- (f) Fare zones/fare stages, tickets, Leap Cards, means of purchase and payment for all ticket types, and location of ticket agents;
- (g) Procedure for dealing with Standard Fare Notices
- (h) Procedure for dealing with ticket refunds
- (i) Procedure for dealing with public complaints
- (j) Procedure for dealing with lost property queries
- (k) Procedure for dealing with queries on service disruptions

### **13.5 Customer Queries**

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

### **13.6 Customer Comments and Complaints**

13.6.1 The Operator shall ensure that all comments and complaints received from customers and members of the public regarding the Services are investigated and responded to, without charge to the customer or member of the public. All comments and complaints shall be recorded in a single database of customer comments and complaints. Such records shall include the date of the entry, nature of comment or complaint, date of occurrence and time of occurrence where relevant, bus route or stop where relevant, customer email or postal address, and the response to the comment or complaint.

13.6.2 The Operator shall ensure that automated acknowledgements are sent within 1 Business Day of receipt to complaints received by email or via the on-line form on the Operator's website, and within 3 Business Days if received by letter. Following receipt of a comment or a complaint, a Comment Reference Number shall be assigned to the comment or complaint and a substantive response to complaints shall be sent within 5 Business Days. If this is not possible, a response delay notification shall be sent within 5 Business Days of receipt of the complaint and a response or further follow-up shall be sent within 15 Business Days of receipt of the complaint. Written responses shall be via email where possible, or by letter if not. All written responses shall include a comment reference number and date of receipt of the complaint by the Operator in the email header, or at the top of the letter. Complaints received in Irish shall be replied to in Irish.

13.6.3 The Operator shall respond to complaints and comments relating to the Services forwarded by the Authority or by the Authority in the manner and within the timeframes set out in paragraph 13.6.1 and 13.6.2 above. The timelines referred to in paragraph 13.6.2 shall commence upon receipt by the Operator of the complaint or comment from the Authority.

13.6.4 If the subject of a comment or complaint is outside the Operator's responsibility, the response shall include the name and address of the relevant body and, if appropriate, confirmation that the comment or complaint has been passed on to the relevant body for their attention. All



such responses shall be sent within 5 Business Days of receipt by the Operator of the comment or complaint.

- 13.6.5 Customers and members of the public shall be advised, by means of a message to that effect on all Network Buses, and on the Operator Website, that they may submit comments or complaints on the Services to the Operator's customer email address or Customer Service Centre telephone number, or via an on-line customer comment/complaint form available on the Operator's Website.
- 13.6.6 The Operator shall ensure that procedures for dealing with customer comments and complaints are communicated to all customer-facing staff, so that comments are dealt with in a consistent manner by all customer-facing staff.
- 13.6.7 The Operator shall provide such reasonable support and assistance to the Authority as may be requested by the Authority for dealing with comments and complaints from third parties relating to the Network.
- 13.6.8 The Operator shall provide the Authority with all correspondence, comments and queries received from public representatives, the Department of Transport, Tourism and Sport or any other Government Department or Relevant Authority in relation to the Services, within 3 Business Days of receipt, or sooner in the case of correspondence that requires an urgent reply or the urgent attention of the Authority. The Operator shall provide the Authority with a draft copy of any proposed response to such correspondence, for the approval of the Authority, prior to issue. The Authority may decide to issue a response in addition to, or instead of, the Operator response. In this case the Operator will assist the Authority in providing material for reply in a timely manner, on Authority request.

### **13.7 Customer comments and complaints database and reporting requirements**

- 13.7.1 The Operator shall maintain a database of customer comments and complaints in relation to the Services, and shall record and store all inbound and outbound customer communications related to comments or complaints in the database.
- 13.7.2 The database shall provide storage by contact account for:
- (a) audio files (phone calls to or from designated customer contact numbers only)
  - (b) text files (all comments, complaints and responses made via website, emails, tweets, Facebook comments, direct messages etc.)
  - (c) documents (all comments, complaints and responses by letter, etc.)
  - (d) forms (all comments and complaints made via contact report, etc.)
- 13.7.3 The Operator and key Authority staff shall have remote access to the database and the facility to run reports drawing on all non-personalised data in the database.
- 13.7.4 The Operator shall submit to the Authority a report summarising the volume, nature and status of queries, comments and complaints in relation to the Services in formats agreed with the Authority or required by the Authority. Such report shall include for each Reporting Period, the customer service reporting requirements and supporting information as set out in Schedule 18, and in the Schedule 18 Annex A "Period Operations and Customer Services Report" reporting template.
- 13.7.5 The Operator shall provide on the request of the Authority any records relating to customer complaints or comments in relation to the Services.

### 13.8 Lost Property

- 13.8.1 The Operator shall develop procedures for dealing with lost property found on the Network, and shall communicate these procedures to all customer-facing staff. The procedures shall be included in the Customer Service Policy.
- 13.8.2 The procedures shall ensure that lost property found by, or handed in to, the Operator's staff on the Network is brought to a secure location and logged. In the event that an item of lost property carries the owner's contact details, the Operator shall make reasonable efforts to contact the owner and inform him or her where and when the item of lost property can be collected.
- 13.8.3 The lost property procedures shall also ensure that any enquiries from customers regarding lost property on the Network are logged and that reasonable efforts are made to match such enquiries with items of lost property that are found by, or handed in to, the Operator's staff on the Network.
- 13.8.4 The Operator shall ensure that customers, wishing to make an enquiry about lost property, are advised, by means of a message to that effect on the Operator website, to contact the Customer Service Centre.
- 13.8.5 The Operator shall arrange for the delivery within 2 Business Days of any unclaimed lost property found on the Network to a property nominated by the Operator, within 1 kilometre of Connolly Luas stop in Dublin, or at another address providing that it is within 1 kilometre of a bus stop on the Kildare Commuter route that is served by Network Buses on a seven days a week basis. The delivery of lost property to the approved address shall be at the Operator's own cost. The Operator shall facilitate collection by customer of lost property from the approved address within normal office hours (9am to 5pm Monday to Friday). The Operator shall inform customers that any lost property that is returned to them shall be done so at a maximum charge to the customer of €[REDACTED].

### 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) ensures timely response to all queries and complaints
  - (g) sets out
    - i. visual appearance
    - ii. information provision policy, in particular in relation to service disruptions
    - iii. commenting policy
    - iv. Service promotion policy, including promotional content as instructed by the Authority
  - (h) complies with Transport for Ireland brand guidelines
  - (i) complies with the Authority's social media procedures
- 13.9.2 The Operator is responsible for the Services Twitter Account. The Operator shall use the Services Twitter Account to notify followers in a timely manner of disruptions to Services

including significant delays or cancellations, as well as upcoming events that may disrupt Services and, where it is necessary to provide additional information, provide a link in the tweet to the relevant location on the Operator Website.

- 13.9.3 The Operator shall respond to customer complaints made via Twitter, providing a link in the tweeted response to the on-line form for customer comments and complaints on the Operator Website.
- 13.9.4 The Operator shall ensure a response is sent to customer enquiries, comments or complaints made via Twitter within 1 hour during Customer Service Centre opening times, and shall endeavour to provide a faster response time if a query is of an urgent nature.
- 13.9.5 The Operator shall ensure that any customer information on the Services that it tweets from the Services Twitter Account or other social media, or includes on its website is simultaneously provided to Transport for Ireland for inclusion on the Transport for Ireland website (or Transport for Ireland Twitter account) as required by the Authority.
- 13.9.6 The Operator shall use any Facebook account it may maintain in relation to the Services for marketing purposes only, and should include a notice on its Facebook page that comments and complaints in relation to the Services should be made via the on-line customer comments and complaints form on the Operator's website, via email at [customercomment@\[operator\].ie](mailto:customercomment@[operator].ie), or via the lo-call number.

#### **13.10 Bus Drivers and Revenue Protection Officers**

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

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

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

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

- (a) Health and Safety, including first aid;
- (b) relevant Bye-laws;
- (c) Customer Charter;
- (d) the Operator's Customer Service Policy;

- (e) Service information: bus frequencies, travel time between main Stops, time of first and last bus services, connections to onward bus and rail services, etc.;
- (f) Fare stages or zones, tickets, Leap Cards;
- (g) conflict handling;
- (h) procedure for dealing with public complaints;
- (i) procedure for dealing with lost property; and
- (j) procedure for reporting incidents and accidents.

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

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

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

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

Indicative only

Transport operator	Telephone	Email	Web
Dublin Bus	01 8734222		<a href="http://www.dublinbus.ie">www.dublinbus.ie</a>
Bus Éireann	1850 836 611		<a href="http://www.buseireann.ie">www.buseireann.ie</a>
Irish Rail	01 8366222		<a href="http://www.irishrail.ie">www.irishrail.ie</a>
Luas	01 4614911	<a href="mailto:info@luas.ie">info@luas.ie</a>	<a href="http://www.luas.ie">www.luas.ie</a>

**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.

## 14.2 Operator Website

- 14.2.1 The Operator shall develop a website ("Website") for the Services to the Authority's requirements and for the approval of the Authority.

- 14.2.2 The Website shall contain at least the following content, in accordance with any design guidelines or requirements issued by the Authority, and as agreed with the Authority

### (a) Services

- i. Link to the Transport for Ireland website
- ii. Link to the Journey planner as developed by the Authority
- iii. Link to timetable information as developed by the Authority
- iv. Link to live departure information on bus departure times as developed by the Authority
- v. Service status feature
- vi. forthcoming timetable changes or changes to bus stop locations (at least 10 working days in advance of change implementation)
- vii. recent timetable changes or changes to bus stop locations (for at least 20 working days after change implementation)
- viii. Links to an Authority map or maps of the Dublin Commuter bus network, showing key locations served and interchange points for other public transport services
- ix. Links to an Authority map or maps of bus services that operate from local areas as defined by the Authority
- x. Links to an Authority map of any bus route included in the Services, specified by user, showing bus stops and fares downstream from a given Stop
- xi. Links to Authority provided downloadable versions of certain maps

### (b) Fares and tickets

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

- (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) Customer Charter

- (e) The Operator email address, Customer Service Centre LoCall number, postal address and Twitter address.
- (f) Online customer comments/complaints form
- (g) A full set of bye-laws pertaining to the Services
- (h) Current public consultations on service changes
- (i) Any other content that the Authority may require from time to time.

- 14.2.3 Where any content in paragraph 14.2.2 is available on the Transport for Ireland website, the Authority may require the Operator to fulfil the requirements by providing a link to the Transport for Ireland website.
- 14.2.4 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) Google search widget
  - (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 or Flash
    - vii. Documents for download, etc.
- 14.2.5 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 remotely
  - (e) compatible with Authority database systems, IT systems and devices
  - (f) provides for easy customisation of features
  - (g) provides search engine optimisation
  - (h) accompanied by a selection of how to / training videos for regular CMS actions
  - (i) fully technically supported
- 14.2.6 The Operator shall provide the Website in a responsive website design.
- 14.2.7 The Operator shall use its reasonable endeavours to ensure that the Website is available 24 hours a day, 7 days a week throughout the Contract Period.
- 14.2.8 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.
- 14.2.9 The Authority may require the Operator to make alterations or additions to the Website type of content, features, functionality or design, or it may require the Operator to cease to provide a website for the Services, or provide a web URL or domain redirection to the Transport for Ireland website.
- 14.2.10 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.



14.2.11 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 14.2.10 above. The Operator shall ensure that the design of the Website is in accordance with the guidelines.

### **14.3 Operator Apps**

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

### **14.4 Bus stops**

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

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

### **14.5 Network Buses**

14.5.1 The Operator shall ensure that the correct Route and destination information is displayed on all destination boards on the exterior of the bus at the locations specified in Annex A of Schedule 3.

14.5.2 The Operator shall ensure that the correct next stop information is displayed on all passenger information display units present in the interior of the Network wherever specified in Annex A of Schedule 3

14.5.3 The Operator shall display customer information relating to the Services on display panels on board buses, including fares information, and route information, in accordance with the signage requirements of the Authority, as set out in Annex C to Schedule 3.

14.5.4 Audio public address (PA) announcements shall be made on board each Network Bus, which shall include the name of the next Stop, in English and Irish, in advance of arrival at the Stop, in accordance with the requirements of the Authority.

14.5.5 During an incident, event or roadworks causing significant delay or disruption to Services or during the post incident service restoration process the Operator shall ensure that PA announcements are made on Network Buses affected, advising customers of any delay or disruption to service, the reason for the delay or disruption, the likely duration of the incident, and alternative travel options if applicable.

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

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

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

### **1. Operator Point of Contact**

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

### **2. Provision of Operator data**

- 2.1 The Operator shall provide the Planned Schedule data for the Services in accordance with the requirements set out in Schedule 9. .
- 2.2 At least 15 Business Days in advance of any change in a Timetable, except in the case of unplanned Services Interruptions, or otherwise agreed in advance with the Authority, the Operator shall provide revised Planned Schedule Data to the Authority in accordance with the requirements set out in Schedule 9
- 2.3 Each dataset provided by the Operator must be accompanied by a short metadata statement which shall include:
  - a) Creation date;
  - b) Officer signing off name;
  - c) Why a new dataset was created;
  - d) Validity period
- 2.4 The Operator shall ensure, to the extent required to meet its obligations set out in Schedule 9, that Planned Schedule Data shall
  - (a) be consistent with the Timetable prepared by the Operator and inserted in Annex B to Schedule 2: Service Specification
  - (b) be valid for at least six months of operation to facilitate journey planning in advance.

### **3. Fitness for Purpose of Operator data**

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

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

### **1. Operator Responsibilities**

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

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

### **2. Data Communications**

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

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

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

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

### **4. RTPI and disruptions**

#### **4.1 The Operator is responsible for the preparation of RTPI disruption messages where a service interruption occurs or is expected to occur to a Service or Services operated by the Operator**

as part of this Agreement, and where the Services Interruption does not affect other bus services operated in the Greater Dublin Area or Dublin Commuter services area or environs.

- 4.2 In the event of Planned Service Interruptions or planned RTPI system maintenance or updates, which are likely to affect the accurate provision of RTPI data, the Operator shall prepare an RTPI disruption message plan and submit the plan to the nominated personnel in the Authority and its agents(as listed in paragraph 6 of this Annex) at least 5 (five) Business Days prior to the date of the planned disruption.

## 5. Monitoring

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

## 6. RTPI Contact list as at November 2016

National Transport Authority		
RTPI	<a href="mailto:rtpi@nationaltransport.ie">rtpi@nationaltransport.ie</a>	01 8798300

**Schedule 15: Communication and Public Relations**

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

15.1.1 The Operator shall submit an Annual Communications and Public Relations Plan for the forthcoming Contract Year to accompany the the draft Annual Contract Review, and in the case of the first Contract Year, as part of the Operating Plan. The detailed Plan shall include, but not be limited to proposals to influence the behaviour of customers in relation to the following:

- a) Fare compliance
- b) Littering
- c) Anti-social behaviour
- d) Vandalism
- e) Racism
- f) Treatment of the Operator's staff

15.1.2 The Annual 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 commercial advertising space on the Network Buses.
- c) Liaison with and participation in meetings of community groups, policing forums and other public gatherings on matters relating to the Network
- d) Liaison with schools and youth organisations

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

## **15.2 Quarterly Communications and Public Relations Plan**

15.2.1 No later than 25 Business Days before the start of each Quarter, the Operator shall submit a detailed Quarterly Communications and Public Relations Plan for that Quarter for approval by the Authority setting out:

- a) its proposals in relation to the communications and public relations activities to be undertaken by the Operator during that Quarter;
- b) its proposals in relation to the amount to be spent by the Operator on communications and public relations and other promotional activities during that Quarter;
- c) its proposals for measuring the success of the activity
- d) the measured outcomes of previous Quarterly Communications and Public Relations Plans
- e) its proposals in relation to the duration of each specific communications or public relations activity during that Quarter; and
- f) such other matters as the Authority may determine.

- 15.2.2 The Authority may approve the draft Quarterly Communications and Public Relations Plan, or may require amendments and re-submission of the Plan for approval.
- 15.2.3 Following the approval by the Authority of a Quarterly Communications and Public Relations Plan, the Operator shall implement such Quarterly Communications and Public Relations Plan in accordance with its terms.
- 15.2.4 The Operator shall use the Transport for Ireland brand in all marketing and communications related to the Services, in accordance with the Authority's guidelines issued for time to time.

### **15.3 Authority Marketing and Promotions**

- 15.3.1 The Authority shall specify the promotional material that it wishes to be displayed by the Operator on each of the Network Buses, the locations and display areas on the Network Buses where it wishes to display such material as set out in Annex A to this Schedule 15, or from time to time by the Authority, and the dates during which it wishes to display such material, subject to the provision by the Authority of reasonable advance notice to the Operator.
- 15.3.2 The Operator shall facilitate the Authority in its promotion of public transport, including but not limited to:
- (a) attendance at customer engagement meetings at Authority offices on a monthly basis, or at such intervals as agreed between the parties; and
  - (b) provision of space on Network Buses for promotional material
- 15.3.3 The Operator shall arrange for the posting of promotional material to the requirements of the Authority on the Network Buses, at the Operator's own cost.
- 15.3.4 The Operator shall seek prior approval of the Authority for any promotion or marketing of the Services that it intends to undertake on its own behalf.

### **15.4 Authority Communications**

- 15.4.1 The Authority's Head of Communications and Public Affairs shall advise in advance the Operator's Media and Communications Manager of any key press and public communications in relation to the Services.
- 15.4.2 The Operator shall facilitate any Authority communications on its media channels.

### **15.5 Operator Communications**

- 15.5.1 The Operator's Media and Communications Manager shall liaise with the Authority's Head of Communications and Public Affairs prior to any key press and public communications being made in relation to the Services.
- 15.5.2 Where the Operator proposes to publish marketing, communications or advertising material in relation to fares on the Services, it shall do so subject to the approval of the Authority.
- 15.5.3 The Authority shall facilitate Operator communications in relation to the Services on its media channels.

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

15.5.4 It is generally anticipated to comprise of A3 and A4 sized frames located in the passenger salon area of the Authority Network Buses.



## **Schedule 16: Quality Management**

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

- 16.1.1 The Operator shall develop and implement a Quality Management System and associated Quality Management Plan. The Operator shall include the Quality Management Plan in the Operating Plan.
- 16.1.2 The Operator shall, in performing its obligations under the Agreement, comply at all times with the Quality Management Plan.
- 16.1.3 The Quality Management Plan shall reflect all documentation requirements including but not limited to the Operating Plan. The Operator shall, from time to time, submit to the Authority:
- the results of any of the Operator's own internal quality audits; and
  - any changes to the Quality Management System or Quality Management Plan.
- 16.1.4 Notwithstanding any other provision of this Schedule, the Operator shall provide to the Authority such information as the Authority may reasonably require demonstrating compliance with the Agreement.
- 16.1.5 The Quality Management System to be implemented by the Operator shall be based upon the following principles:
- (a) Appropriate procedures to achieve the requirements of the Agreement;
  - (b) Provision of relevant training for all levels of management, 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 Operator's staff member responsible for quality;
  - (f) Appropriate audit arrangements to demonstrate compliance with Quality Management System and the Agreement;
  - (g) Appropriate monitoring of the Operator's Sub-Contractors' quality systems and arrangements to ensure that such Sub-Contractors' quality management systems are compatible, to the extent required, by this Schedule 17.

**Schedule 17: Annual Contract Review**

## **17.1 Purpose and Overview**

- 17.1.1 The Annual Contract Review forms the framework by which the Authority can review business targets for the Services on an annual basis with the Operator. The Operator is responsible for preparing the Annual Contract Review.
- 17.1.2 The Annual Contract Review shall cover the following Contract Year in sufficient detail to assure the Authority that the operator has sufficient resources to fulfil its immediate contractual commitments.

## **17.2 Content**

17.2.1 The Annual Contract Review shall include the following sections:

- a) Executive Summary;
- b) Introduction
- c) Review of current Contract Year
  - a. Trends in passenger numbers and revenues
  - b. Identification of Routes and times where passenger demand is close to, or exceeds, carrying capacity of the Services
  - c. Operational performance against KPI targets set out in Schedule 19
  - d. Safety performance,
  - e.
- d) Look ahead to next Contract Year
  - a. Details of any known planned events that are likely to result in the curtailment or diversion of Services;
  - b. Forecasts of performance against the performance indicators set out in Schedule 19;
  - c. Proposals on how contractual performance targets will be achieved or exceeded, incorporating where appropriate a business improvement plan or plans;
  - d. Forecasts of passenger demand on the Services and suggested changes in service specifications where appropriate;
  - e. Annual Maintenance Plan in accordance with Schedule 11;
  - f. Annual Communications and Public Relations Plan in accordance with Schedule 15;
  - g. Any proposed changes to the plans and policies submitted with the Operating Plan or Implementation Plan, including:
    - i. Customer Charter in accordance with Schedule 13;
    - ii. Customer Service Policy in accordance with Schedule 13;
    - iii. Safety Management Plan in accordance with Schedule 6;
    - iv. Security Management Plan in accordance with Schedule 12;
    - v. Severe Weather Management Plan in accordance with Schedule 5;
    - vi. Environmental Management Plan in accordance with Schedule 7;
    - vii. Revenue Protection Plan in accordance with Schedule 10;
    - viii. Quality Management Plan in accordance with Schedule 16; and
    - ix. Operational Supervision and Control Strategy Plan in accordance with Schedule 1;
  - h. Proposed organisation, management or other significant staff changes; and
  - i. Proposals and timelines for any major Operator projects in relation to software, equipment or infrastructure related to the provision of the Services;
- e) Look ahead to end of Contract Period

**17.3 Submission Dates and Approval**

- 17.3.1 The Operator shall submit a partial draft Annual Contract Review no later than 40 Business Days prior to the end of the current Contract Year, except in the case of the first Contract Year, when no Annual Contract Review is required.
- 17.3.2 This partial draft Annual Contract Review shall contain all sections outlined in paragraph 17.2 except those pertaining to a review of the current Contract Year. The sections relating to the review of the current Contract Year will be included in the complete draft after the end of the current Contract Year.
- 17.3.3 No later than 20 Business Days after receipt of the partial draft Annual Contract Review, the Authority shall respond to the Operator, informing it of the Authority's approval or otherwise in principle in relation to the contents of the partial draft Annual Contract Review.
- 17.3.4 The Operator shall submit a complete draft Annual Contract Review no later than 20 Business Days following the end of the current Contract Year, except in the case of the first Contract Year, when no Annual Contract Review is required
- 17.3.5 This complete draft Annual Contract Review shall contain all sections outlined in paragraph 17.2.1.
- 17.3.6 No later than 20 Business Days after receipt of the complete draft Annual Contract Review, the Authority shall respond to the Operator, informing it of the Authority's approval or otherwise in principle in relation to the contents of the complete draft Annual Contract Review and any Variation proposals contained within.
- 17.3.7 The Authority shall approve the complete draft Annual Contract Review, with or without amendments, within 10 Business Days of receipt of the Operator's response, and it shall become the Annual Contract Review.

## **Schedule 18:   Records and Reporting Requirements**

## **18.1 Records to be Kept**

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

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

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

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

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

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

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

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

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

## **18.2 Period Operations Report**

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

18.2.2 The Period Operations Report shall include for each Reporting Period

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

## **18.3 Period Customer Services Report**

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



18.3.2 The Period Customer Services Report shall include supporting information which shall be submitted in electronic spreadsheet format in accordance with the reporting template contained in Annex A: "Period Operations and Customer Services Report Template" to this Schedule 18.

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

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

18.4.2 The Report shall include

- a) a summary of passengers carried during Reporting Period by Route
- b) a summary of revenue collected during the Reporting Period, by Route
- c) a summary of revenue protection during the Reporting Period including Standard Fares Notices issued and Standard Fares paid
- d) a summary of any prosecutions for fare evasion during the Reporting Period;
- e) a summary of ticket sales during the Reporting Period
- f) a summary of ticket sales and ticket use by ticket type (final Period in each Quarter only, to cover the Reporting Periods in the Quarter)
- g) Any other issues relevant to the performance of the Agreement or other items required by the Authority from time to time

18.4.3 The Period Passenger, Revenue and Ticketing Report shall include supporting information which shall be submitted in electronic spreadsheet format in accordance with the reporting template contained in Annex B: "Period Passenger, Revenue and Ticketing Report Template" to this Schedule 18.

#### **18.5 Quarterly Operations Report**

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

- (a) Percentage of operated Network Buses cleaned inside and out each day in previous Quarter
- (b) A summary of safety performance (including vehicle collision and passenger accidents) and summary of security performance (including vandalism and anti-social behaviour).
- (c) A summary of environmental performance during the previous Quarter, including energy consumption, fuel efficiency, waste generation and emissions and noise and vibration reports (required for Q2 and Q4 Quarterly Operations Reports only).
- (d) any environmental complaints (including noise and vibration complaints) received
- (e) CVR test pass rates for Network Buses, with categorisation of reasons for test failures (required for Q2 Operations Report and Q4 Operations Report only).

- (f) any significant issues related to the maintenance of Network Assets, including buses and other equipment and infrastructure relating to the provision of Services
- (g) State of Network Assets, and any issues arising in relation to Network Assets that may affect provision of the Services.
- (h) A summary of dealings with public liaison committees, public representatives and public interest groups.

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

## **18.6 Period Punctuality Performance Report**

18.6.1 The Authority shall issue an Assessment Period Report, which shall include the punctuality performance of the Services and a Payment Report, which shall set out Punctuality Payment Deductions for the previous Period, to the Operator within the timescales set out in Annex D to Schedule 9.

18.6.2 Subject to paragraph 18.7.1. the Operator shall submit a Period Punctuality Performance Report to the Authority within 5 Business Days of the issue by the Authority of the reports referred to in paragraph 18.7.1 , in a format notified by the Authority to the Operator from time to time. It shall set out contractual performance against the KPI targets set out in Tables 19-2 for the previous Reporting Period. It shall set out Punctuality Payment Deductions for the previous Reporting Period and the overall Punctuality Performance Payment due for that Reporting Period.

## **18.7 Quarterly Service Quality Performance Report**

18.7.1 The Authority shall issue the Operator a Quarterly Service Quality Survey Report, setting out the results of Mystery Shopper surveys, inspections and audits of service quality undertaken by or on behalf of the Authority in the previous Quarter in relation to certain items as set out in paragraphs 19.10 to 19.20 of Schedule 19: Performance Payments and Deductions, within 15 Business Days of the end of the previous Quarter.

18.7.2 The Operator shall submit a Service Quality Performance Report within 10 Business Days of receipt from the Authority of the Quarterly Service Quality Survey Report, incorporating the results of the Quarterly Service Quality Survey Report and setting out details of its performance for that Quarter for each Service Quality Indicator that it is required to measure, as set out in Table 19-2 of Schedule 19.

18.7.3 The Service Quality Performance Report shall be in a format notified by the Authority to the Operator from time to time. It shall set out contractual performance for the previous Quarter against Service Quality Indicators set out in Table 19-2 of Schedule 19. It shall set out 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..

## **18.8 Report corrections**

18.8.1 If the Authority has reason to believe that any element of the Operator Reports set out in 18.2 to 18.7 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.

**18.9 Report preparation methodology**

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

18.9.2 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.

**Annex A- Period Operations and Customer Services Report Template**

Refer to digital file <<Schedule 18 Annex A Period Operations and Customer Services Report\_19July2018.xlsx>> saved on the USB key appended to this Agreement.

**Annex B - Period Passenger, Revenue and Ticketing Report Template**

Refer to digital file <<Schedule 18 Annex B Period Ticketing Passenger Revenue Report\_19July2018.xlsx>> saved on the USB key appended to this Agreement.

**Annex C- Quarterly Operations Report Template**

Refer to digital file <<Schedule 18 Annex C Quarterly Operations Report\_19July2018.xlsx>> saved on the USB key appended to this Agreement.

**Schedule 19: Performance Payments and Deductions**

**19.1 Performance Payments and Deductions and Incentive Payments**

- 19.1.1 The Operator shall supply AVL Recorded Data and Planned Schedule Data for the Services operated in each Reporting Period, in the format and at the times set out in Schedule 9: AVL System Data, and in paragraphs 19.2 and 19.3 of this Schedule.
- 19.1.2 The Lost Kilometre Performance of the Operator shall be calculated by the Authority's AVL Data Management System, using the data supplied by the Operator in accordance with paragraph 19.1.1 above.
- 19.1.3 The Authority shall deduct a Lost Kilometre Deduction for Scheduled Service Kilometres that the Operator has failed to operate in a Reporting Period, adjusting for Non-Deductible Lost Kilometres, in accordance with the provisions out in paragraphs 19.2 to 19.3 of this Schedule.
- 19.1.4 The Authority shall deduct a Lost Kilometre Deduction for each kilometre of a trip or part trip in the approved Timetable in a Reporting Period, for which there is no corresponding Planned Schedule Data for the relevant date, in accordance with paragraph 19.3 of this Schedule.
- 19.1.5 The punctuality performance of the Operator shall be calculated by the Authority's AVL Data Management System, using the AVL data supplied by the Operator in accordance with paragraph 19.1.1 above.
- 19.1.6 The Authority shall pay an amount (the "Punctuality Performance Payment") in respect of each Reporting Period, equivalent to 5% of the Maximum Period Payment, adjusted for the sum of the applicable EWT Deduction and Punctuality Deduction as set out in paragraphs 19.5 to 19.6 of this Schedule.
- 19.1.7 If the sum of the applicable EWT Deduction and Punctuality Deduction equals or exceeds 5% of the Maximum Period Payment for a Reporting Period, then the Punctuality Performance Payment shall not be paid for that Reporting Period.
- 19.1.8 The Authority shall pay a Punctuality Incentive Payment and an EWT Incentive Payment in respect of each Reporting Period, up to a maximum of 3% of the Maximum Period Payment, in accordance with paragraphs 19.5 to 19.6 of this Schedule.
- 19.1.9 The Operator shall report each failure to fulfil a Guaranteed Connection in each Reporting Period, as set out in paragraph 19.7 of this Schedule, and as specified in Schedule 2. The Authority shall deduct payments in respect of each Reporting Period for failure to fulfil a Guaranteed Connection (where specified), as set out in paragraph 19.7 of this Schedule.
- 19.1.10 The Authority shall undertake and provide reports on mystery shopper surveys of service performance, and shall provide reports for certain service performance indicators, or shall require the operator to report on certain service performance indicators each Quarter, as set out in paragraphs 19.9 to 19.19 of this Schedule.
- 19.1.11 The results of the mystery shopper surveys, together with the information contained in other operator and Authority reports as set out in paragraphs 19.9 to 19.19 of this Schedule shall be used to calculate the Service Quality performance of the Operator in each Quarter in relation to each Service Quality Indicator set out in Table 19-2 below. In calculating the Service Quality performance, the Authority shall use methodologies set out for each Indicator in paragraphs 19.10 to 19.19 of this Schedule.
- 19.1.12 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 19.19 of this Schedule.

19.1.13 The Authority shall undertake a Fare Evasion Survey each Quarter, as set out in Schedule 10: Revenue Protection, and shall prepare a Fare Evasion Survey Report and issue it to the Operator within 28 days of the end of the relevant Quarter.

19.1.14 Where the Fare Evasion Survey Report shows that the observed Fare Evasion Rate for the relevant Quarter is in excess of the Permitted Fare Evasion Threshold, as defined in Schedule 10, the Authority shall deduct an amount (Fare Evasion Deduction) from the Period Payment for the second Reporting Period in the Quarter proceeding the Quarter in which the Fare Evasion Survey was undertaken. The method of calculating the Fare Evasion Deduction is set out in paragraph 19.20 of this Schedule.

## **19.2 The Lost Kilometres Deduction**

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

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

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

19.2.4 The Authority shall monitor cancellations and curtailments of the Scheduled Service Kilometres by the collection and analysis of information regarding the kilometres that the Operator has failed to operate. The primary source of data regarding kilometres not operated will be the AVL Recorded Data and associated Authority Reason Codes submitted via the Authority's AVL Data Management System in accordance with the provisions of Schedule 9 (AVL Data Provision).

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

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

19.2.6 The data in paragraph 19.2.5 shall be supplied to the Authority in the format and timescales set out in Schedule 9.

## **19.3 Non-Deductible and Deductible Lost Kilometres**

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

- 19.3.2 Lost Kilometres that do not fall under the definition of Non-Deductible Lost Kilometres within the provisions of paragraph 19.3.1 are “Deductible Lost Kilometres”.
- 19.3.3 The Operator acknowledges and agrees that the following are normally within the Operator’s reasonable control;
- (a) staff absences;
  - (b) mechanical breakdown and lack of suitable buses (provided that the Authority has supplied the Authority Network Assets in accordance with the provisions of this Agreement);
  - (c) Timetables which underestimate the time taken to traverse the Route (excepting occurrences of abnormal traffic congestion); and
  - (d) late departures from the Operator’s garage or depot.
- 19.3.4 Abnormal traffic congestion may be accepted as a reason beyond the Operator’s reasonable control. However, the Operator is expected to manage the Services so as to minimise the impact of traffic congestion commonly encountered. The Authority shall have regard to traffic conditions prevailing at the time the kilometres that are claimed to be Non-Deductible Lost Kilometres were not operated.
- 19.3.5 The Authority shall supply to the Operator with codes for the categorisation of the causes of Lost Service Kilometres or other missing AVL Recorded Data. These Authority Reason Codes are contained in Annex B to Schedule 9. The Authority may from time to time supply a revised set of Authority Reason Codes.
- 19.3.6 The Operator shall categorise all Lost Kilometres or missing data using the Authority Reason Codes, to enable the Authority to determine reasons for missing data and those Lost Kilometres which the Operator wishes to treat as Non-Deductible Lost Kilometres, because the reason for the failure to operate was outside their control. The process for providing Authority Reason Codes to the Authority is set out in Schedule 9. Where no Authority Reason Code is provided by the Operator for missing AVL data, the missing data shall be treated as Deductible Lost Kilometres.
- 19.3.7 The claim for Non-Deductible Lost Kilometres will be verified by the Authority. The Authority in determining Non-Deductible Lost Kilometres for a particular Reporting Period shall have regard to any representations made by the Operator and received by the Authority prior to its determination of Deductions for Lost Kilometres. Where a claim is not accepted this will be notified to the Operator, who will make an appropriate adjustment to the calculation of Deductible Lost Kilometres in the next Reporting Period.
- 19.3.8 The Lost Kilometres Deduction for each Reporting Period shall be the Deductible Lost Kilometres falling below 98% for that Period multiplied by the Kilometre Charge set out in Schedule 20, Indexed, where Lost Kilometres in a Period are under the Minimum Operated Kilometres Standard for the Scheduled Service Kilometres for the Period
- 19.3.9 In the event that either Party finds that some or all of the Planned Schedule Data for a Reporting Period as supplied by the Authority to the Operator in accordance with Schedule 9 does not, or did not, incorporate the fully correct set of Services set out in the approved Timetable, that Party shall immediately inform the other Party of the Trips or Part Trips in the Planned Schedule Data that did not match with the approved Timetable, and the kilometres for each Trip or part Trip in the Planned Schedule Data which did not match with the Timetable during the specified time period. Until such time as a correct version of Planned Schedule Data is provided to the Operator by the Authority, the Authority shall treat all



kilometres in the Planned Schedule Data, which are not included in the corresponding approved Timetable Data for that Trip as Non- Deductible Lost Kilometres.

19.3.10 The Authority shall notify the Operator of the Lost Kilometres and Lost Kilometres Deduction for the previous Reporting Period by issuing an Assessment Period Report and a Payment Report for that Period, by the dates set out in Annex D to Schedule 9.

#### **19.4 Punctuality Payment Deductions and Incentive Payments**

19.4.1 The Operator is required to ensure that the Timetable is operated in full, with no cancellations and with all buses departing on time.

19.4.2 The Authority recognises that it is not always possible to meet the objective set out in paragraph 19.4.1 above and in such circumstances is prepared to accept the Punctuality Standard or EWT Standard set out for the relevant Routes , listed in Table 19-1 of Schedule 19.

19.4.3 The Operator's performance of the Services shall be monitored against the Punctuality Standard (for Low Frequency Routes) or EWT Standard (for High Frequency Routes) as applicable, as set out in paragraphs 19.5 and 19.6 of this Schedule.

19.4.4 Low Frequency Routes are those with a service frequency of 4 buses or less per hour in the interpeak weekday period. High Frequency Routes are those with a service frequency of 5 or more buses per hour in the interpeak weekday period. The categorisation for the Services (i.e. High Frequency Route or Low Frequency Route), and the Performance Standard for the Services, shall be as set out in Table 19-1 of Schedule 19.

19.4.5 The Authority reserves the right to amend ,by way of the contract variation process set out in Schedule 23, the Routes to which the Punctuality Standard, or the EWT Standard will apply during the life of this Agreement to reflect as the case may be:

- (a) an increase in the performance of the bus network overall;
- (b) any change in the standards required of the Authority;
- (c) any change to the operational characteristics of the Services;
- (d) any change in the frequency of the Services;
- (e) implementation of new mechanisms for recording and / or reporting kilometres performance; and/or
- (f) any other relevant changes to the circumstances of the Services.

19.4.6 The Operator is required to meet the Punctuality Standard and/or EWT Standard as applicable throughout the duration of the Agreement.

19.4.7 The Authority reserves the right, by means of the contract Variation process set out in Schedule 23, to vary the methodology for monitoring punctuality performance or the Punctuality Standard or the EWT Standard to be applied at any time during the Contract Period., subject to the proviso that the total Maximum Deduction for the Indicators in Table 19-1 will be no more than 5% of the Maximum Quarterly Payment. In advance of any such change the Authority will consult the Operator and take into consideration the views of the Operator, and cost implications to the Operator, in relation to the change.

19.4.8 The Authority shall notify the Operator of the Punctuality Payment Deduction for the previous Reporting Period by issuing a Payment Report for that Reporting Period, by the dates set out in Annex D to Schedule 9.

**19.5 The EWT Standard (High Frequency Routes)**

- 19.5.1 Service punctuality for High Frequency Routes shall be measured by means of Excess Waiting Time ("EWT").
- 19.5.2 The EWT Deduction or EWT Incentive Payment shall only apply to High Frequency Routes specified as such in Table 19-1 of this Schedule, i.e. those operating five departures per hour or more on average in the weekday inter-peak (10:00 to 16:00) period.
- 19.5.3 In the event that the Authority designates a Route as a High Frequency Route during the Contract Period, then the Authority shall introduce or amend the EWT Standard for High Frequency Routes taking into account the excess wait time information for the Route over a period of at least 12 consecutive months during the Contract Period. Prior to the introduction or amendment of the EWT Standard, the Authority shall provide the proposed methodology for establishment of the EWT Standard to the Operator, and the Parties shall agree the EWT Standard. The EWT Standard shall then be placed in Table 19-1 of this Schedule
- 19.5.4 In the event that the Authority designates a Route as a High Frequency Route during the Contract Period, and until such time as the Authority and the Operator agree to the introduction or amendment of the EWT Standard in accordance with paragraph 19.5.3, then the Punctuality Standard for Low Frequency Routes shall continue to apply to that Route until such time as the introduction or amendment of the EWT Standard is agreed between the Parties.
- 19.5.5 The Authority shall designate a number of Stops ("Timing Points") on routes where EWT, in each direction, is to be calculated. The Authority may change some or all of the Timing Points from time to time, by way of the contract Variation process set out in Schedule 23.
- 19.5.6 EWT = Average Actual Waiting Time ("AWT") less Scheduled Waiting Time ("SWT").

AWT shall be calculated from the formula:

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

where,

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

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

SWT shall be calculated from the formula:

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

where,

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

HS<sub>n</sub> = The value, in minutes, of each scheduled Headway (n = 1 to NS) scheduled at the Timing Points during the Reporting Period`

- 19.5.7 The Operator shall be required to achieve the standard ( the “EWT Standard”) set out in Table 19-1 for each Reporting Period, averaged across all the Timing Points for High Frequency Routes defined in Table 19-1 of this Schedule, for that Reporting Period.
- 19.5.8 The Authority shall extract an Assessment Period Report for High Frequency Routes from the Authority’s AVL Data Management System each Reporting Period, and supply the Assessment Period Report to the Operator as set out in Annex D to Schedule 9. The Assessment Period Report shall show EWT for the Reporting Period averaged across all the Timing Points for High Frequency Routes for that Reporting Period.
- 19.5.9 The Operator shall include in each Period Punctuality Performance Report a summary of the Assessment Period Report for that Reporting Period showing the EWT achieved by the Operator in that Reporting Period, and the EWT Deductions or EWT Incentive Payment that applies for the Reporting Period.
- 19.5.10 The EWT Deduction or EWT Incentive Payment for each Reporting Period shall be calculated by comparing the EWT for the Reporting Period with the EWT Standard. To the extent that EWT exceeds the EWT Standard in a Reporting Period then the Operator shall be liable to an EWT Deduction. To the extent that EWT is less than the EWT Standard in a Reporting Period, then the Operator shall be entitled to an EWT Incentive Payment.
- 19.5.11 The High Frequency Factor is defined as the number of Scheduled Service Kilometres for the High Frequency Routes specified in Table 19-1 of this Schedule for the relevant Period, divided by the total number of Scheduled Service Kilometres for the relevant Period.
- 19.5.12 For each 0.1 minute that EWT is greater than the EWT Standard, an EWT Deduction of 0.2% of the Maximum Period Payment multiplied by the High Frequency Factor shall apply, up to a maximum deduction of 5% of the Maximum Period Payment multiplied by the High Frequency Factor.
- 19.5.13 For each 0.1 minute that EWT is less than the EWT Standard, an EWT Incentive Payment of 0.2% over and above the Maximum Period Payment multiplied by the High Frequency Factor shall apply, up to a maximum payment equivalent to 3% of the Maximum Period Payment multiplied by the High Frequency Factor.

## **19.6 Punctuality Standard (Low Frequency Routes)**

- 19.6.1 The Punctuality Deduction or Punctuality Incentive Payment shall only apply to Low Frequency Services specified as such in Table 19-1 of this Schedule, generally those operating no more than four departures per hour on average in the weekday inter-peak (10:00 to 16:00) period.
- 19.6.2 For Low Frequency Routes (where the emphasis is on the provision of punctual services), the percentage of departures “On-Time” shall be calculated, by comparing the actual observed departure times for each Low Frequency Route from each Timing Point specified in Schedule 2 Annex A, with the specified departure times set out in the Timetable. A bus will be regarded as On-Time if it departs from a specified Timing Point not more than one minute early or not more than five minutes and fifty nine seconds late when compared to the Timetable, and if it

arrives at the Terminating Stop for that Route no later than 5 minutes 59 seconds after the specified arrival time.

- 19.6.3 The Authority shall extract an Assessment Period Report for Low Frequency Routes from the Authority's AVL Data Management System each Reporting Period, and supply the Assessment Period Report to the Operator. The Assessment Period Report shall show the percentage of departures for Low Frequency Routes which were On-Time for the Reporting Period averaged across all the Timing Points for all Low Frequency Routes for that Reporting Period.
- 19.6.4 The Operator shall include in each Period Punctuality Performance Report a summary of the Assessment Period Report for that Reporting Period showing the percentage of departures On-Time achieved by the Operator in that Reporting Period, and the Punctuality Deduction or Punctuality Incentive Payment that applies for the Reporting Period.
- 19.6.5 A maximum percentage of departures on Low Frequency Routes shall be permitted to fail the requirement to operate On-Time (as defined above) without the operator being subject to a Punctuality Deduction, in any one Reporting Period. This maximum percentage is set out in Table 19-1 of this Schedule, and is defined as the "Punctuality Standard".
- 19.6.6 The Low Frequency Factor is defined as the number of Scheduled Service Kilometres for the Low Frequency Routes specified in Table 19-1 for the relevant Reporting Period, divided by the total number of Scheduled Service Kilometres for the relevant Reporting Period.
- 19.6.7 For each full 1% of departures below the Punctuality Standard that fail to operate On-Time in a Reporting Period, a Punctuality Deduction equivalent to 0.2% of the Maximum Period Payment multiplied by the Low Frequency Factor shall be made by the Authority, up to a maximum deduction of 5% of the Maximum Period Payment multiplied by the Low Frequency Factor.
- 19.6.8 For each full 1% of departures above the Punctuality Standard that operate On-Time in a Reporting Period, a Punctuality Incentive Payment equivalent to 0.3% of the Maximum Period Payment multiplied by the Low Frequency Factor shall be made by the Authority, up to a maximum of 3% of the Maximum Period Payment multiplied by the Low Frequency Factor.

**19.7 Guaranteed Connections (NOT USED)**

## **19.8 Services Interruptions and Data Exclusions**

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

Ref .	Indicator	Performance Standard	Performance Measurement Methodology	Proposed Deduction Mechanism for failure to meet Target
P-1	Punctuality (defined Low Frequency Routes)	<b>Punctuality Standard:</b> 65% from the Initial Operating Commencement Date until the end of the thirteenth Reporting Period after the Initial Operating Commencement Date. 80% from the commencement of the fourteenth Reporting Period after Initial Operating Commencement Date until the Expiry Date	Percentage of Stops for Services on Low Frequency Routes as defined in this table, below Punctuality Standard, where service departs On-Time, i.e. no later than 1 minute before or 5 minutes 59 seconds after scheduled time at specified Timing Point(s), except if a Timing Point is a Terminating Stop, in which case, the Punctuality Standard shall be that the service arrives no later than 5 minutes 59 seconds after the scheduled arrival time at the Terminating Stop.  Punctuality Standard applies to the following Low Frequency Routes: 120, 120C, 123, 124, 126, 130/130C	See 19.6 above.
P-2	Excess Waiting Time (defined High Frequency Routes)	<b>EWT Standard:</b> Excess Waiting Time no greater than [TBC] minutes on a network wide basis each reporting period	See text in Section 19.5 above. If during the Contract Period, the service frequency on any Route meets or exceeds 5 buses per hour per direction in Monday to Friday period 09:30-16:30, then the EWT Standard will apply to the Route in question. <b>Note: This indicator does not apply to any Routes in this contract initially.</b>	See 19.5 above.

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

**19.9 Service Quality Performance Deduction**

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

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

<b>Service Quality Indicator</b>	<b>Maximum Deduction (% of Maximum Quarterly Payment)</b>
AVL-RTPI Performance	0.70%
Planned Schedule Data Performance	0.3%
Ticket System Performance	1.8%
Bus Vehicle Performance	0.3%
Bus Equipment Performance	0.4%
Bus Driver Performance	0.4%
Cleanliness Performance	0.35%
Customer Care Performance	0.35%
Customer Information Performance	0.2%
Report Provision Performance	0.2%
<b>Total</b>	<b>5%</b>

Table 19-2: Service Quality Indicators and maximum deductions

19.9.3 The Operator shall monitor and report its performance in relation to each of the Service Quality Indicators as set out in Section 19.10 to 19.19, where it is indicated that Operator monitoring and reporting is required.

19.9.4 The Authority shall monitor and report on the Operator's performance in relation to each of the Service Quality Indicators as set out in Section 19.10 to 19.19, where it is indicated that Authority monitoring and reporting is required.

19.9.5 The Authority reserves the right, by way of the contract Variation set out in Schedule 23, to change the Maximum Deduction that applies to any of the Service Quality Indicators in Table 19-2 above, and to vary the methodology for monitoring Service Quality performance or the performance standard to be applied at any time during the Contract Period, subject to the proviso that the total Maximum Deduction for the Service Quality Indicators in Table 19-2 above will be no more than 5% of the Maximum Quarterly Payment. 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.

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

**19.10 AVL-RTPI Performance**

19.10.1 The AVL- RTPI Performance Deduction set out below apply, up to a maximum amount equal to 0.7% of the Quarterly Maximum Payment.

Ref.	Indicator	Performance Standard	Performance Measurement Methodology	Deduction for failure to meet Performance Standard
AVL-1	Current Planned Scheduled Data uploaded correctly to on-board AVL Equipment	100%	Operator reports for each Quarter: - Number of scheduled kilometres operated with AVL Equipment not containing current* Planned Schedule Data- * Current means most recent data supplied to Operator by Authority, excepting data provided in last 24 hours.  NTA Audits will apply.	Deduction of € [REDACTED] per scheduled in service kilometre operated with AVL Equipment that does not contain current Planned Schedule Data
AVL -2	% scheduled service km operated with fully functioning AVL Equipment	100%	Operator reports for each Quarter: - (A) Scheduled in service km operated without fully functioning AVL equipment - (B) Scheduled in service km operated without fully functioning AVL equipment, and during which Operator failed to notify Authority's AVL System contractor or the Authority of the fault, beyond the notification time to the Authority's AVL System contractor specified in Schedule 11 paragraph 11.22  NTA Audits will apply	(B) Deduction of € [REDACTED] per scheduled in service kilometre operated without fully functioning AVL Equipment, and during which Operator failed to notify Authority's AVL System contractor or the Authority of the fault, beyond the notification time to the Authority's AVL System contractor specified in Schedule 11 paragraph 11.22,



AVL-3	Control Room equipment and software is fully functioning at all times during which buses are in operation	100%	<p>Operator reports for each Quarter:</p> <p>(A) Hours during which Control Room operated without fully functioning equipment or software.</p> <p>(B) Hours during which Control Room operated without live communication links to and from in service Network Buses.</p> <p>(C) Hours or part hours during which Control Room operated without fully functioning AVL System equipment or software, and during which Operator failed to notify Authority's AVL System contractor or the Authority of the fault, beyond the notification time to the Authority's AVL System contractor specified in Schedule 11 paragraph 11.22.</p> <p>(D) Hours during which Control Room operated without without live communication links to and from in service Network Buses., and during which Operator failed to notify Authority's AVL System contractor of the fault, beyond the notification time to the Authority's AVL System contractor specified in Schedule 11 paragraph 11.22.</p> <p>NTA Audits will apply.</p>	<p>(C) Deduction of € [REDACTED] per hour or part hour during which Control Room operated without fully functioning AVL System equipment or software, and during which Operator failed to notify Authority's AVL System contractor or the Authority of the fault, beyond the notification time to the Authority's AVL System contractor specified in Schedule 11 paragraph 11.22.</p> <p>(D) Deduction of € [REDACTED] per hour or part hour during which Control Room operated without without live communication links to and from in service Network Buses., and during which Operator failed to notify Authority's AVL System contractor of the fault, beyond the notification time to the Authority's AVL System contractor specified in Schedule 11 paragraph 11.22.</p>
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Table 19 -3 AVL-RTPI performance indicators

**19.11 Planned Schedule Data Performance**

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

Indicator	Requirement	Performance Points
SD.1 Timely provision of required Planned Scheduled Data to the Authority	<p>Operator to:</p> <p>1.1 Supply Planned Schedule Data and other data as required of the Operator as set out in Schedule 9 to the Authority in VDV 452 format, 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

Table 19 -4 Planned Schedule Data performance indicators

## 19.12 Ticket System Performance

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

Ref.	Indicator	Performance Target	Performance Measurement Methodology	Proposed Deduction Mechanism for failure to meet Target
TKT -1	Current Ticket Equipment Actionlist, Hotlist and Fares configuration data uploaded correctly	100%	<p>Operator reports each Quarter:</p> <ul style="list-style-type: none"> <li>- Number of scheduled kilometres operated with Ticket Equipment <u>not</u> containing Current* Actionlist data.</li> <li>- Number of scheduled kilometres operated with Ticket Equipment <u>not</u> containing most recently issued Hotlist data.</li> <li>- Number of scheduled kilometres operated with Ticket Equipment <u>not</u> containing current* Fares configuration data</li> </ul> <p>* Current means most recent data supplied to Operator by Authority, excepting data provided in last 24 hours.</p> <p>NTA Audits will apply.</p>	Deduction of € [REDACTED] per scheduled kilometre operated with Ticket Equipment that does not contain current Actionlist, Hotlist or Fares configuration data
TKT -2	% scheduled service km operated with fully functioning Ticketing Equipment	100%	<p>Operator reports each Quarter the Scheduled km operated without fully functioning Driver TGX Console for the receipt of cash fares and printing of cash fare receipts</p> <p>Operator reports for each Network Bus operated after the maximum time specified in paragraph 8.5.1 of Schedule 8:</p> <p>NTA Audits will apply</p>	Deduction of € [REDACTED] per scheduled Km operated after the maximum time specified in paragraph 8.5.1 of Schedule 8 with Ticket Equipment without Driver TGX console functionality. The Operator will be relieved from this deduction in circumstances where the Operator can demonstrate that having followed procedures set out in Schedule 8 and Schedule 11 and if Parkeon or its agent has failed to repair or replace ticket machines as the case may be, to the extent that there are no

				working ticket machines available for use on one or more of the Network Buses, and providing that failure of ticketing equipment is not due to an act or omission by the Operator, reasonable wear and tear excepted.
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Table 19 -5 Ticket System performance indicators

### 19.13 Bus Vehicle Performance

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

Indicator	Requirement	Performance Points
V.1 Bus Vehicle	<p>Network Bus is operated in accordance with Network Bus Specification set out in Schedule 3.</p> <p>1. Specified vehicle type for route and time (per Schedule 3)</p> <p>Methodology: Quarterly NTA Mystery shopper survey or inspections. Survey/inspections shall be undertaken by NTA or its agents. See Annex A, B and C to Schedule 19.</p>	<p>1</p> <p>Applied to each full % of failures recorded in each of relevant categories.</p>

Table 19 -6 Bus Vehicle performance indicators

## 19.14 Bus Equipment Performance

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

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

Table 19 -7 Bus Equipment performance indicators

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

Table 19-8: Passenger Wi-Fi performance indicators

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

Table 19 -9 On-board CCTV performance indicators

### 19.15 Bus Driver Performance Deduction

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

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

Table 19 -10 Bus driver performance indicators

**19.16 Cleanliness Performance Deduction**

19.16.1 The Cleanliness Performance Maximum Deduction as set out in Table 19-2 is applied if 13 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Cleanliness Performance Maximum Deduction is applied if 7 or more but less than 13 Performance Points are accumulated under this heading in any one Quarter. No Cleanliness Performance Deduction is applied if less than 7 Performance Points are accumulated under this heading in any one Quarter.

Indicator	Requirement	Performance Points
C.1  Bus cleanliness	Category	
	1. Seats and surfaces are clean	1
	2. Seats are in a good state of repair	1
	3. Windows are clean and etching and graffiti free on inside and outside	1
	4. Exterior of bus is clean	1
	Methodology: Quarterly Mystery shopper survey undertaken by NTA or its agents. See Annex A, B and C to Schedule 19.	Applied to each full % of failures recorded in each of relevant categories.

Table 19 -11 Bus cleanliness performance indicators



**19.17 Customer Service Performance**

19.17.1 The Customer Service Performance Maximum Deduction as set out in Table 19-4 is applied in full if 11 or more Performance Points are accumulated under this heading in any one Quarter. 50% of the Customer Service Performance Maximum Deduction is applied if 10 Performance Points or less are accumulated under this heading in any one Quarter. No Customer Service Performance Deduction is applied if 5 or less Performance Points are accumulated under this heading in any one Quarter.

Indicator	Requirement	Performance Points
CS.1 Customer Service 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>Customer Services Report to contain time and duration of all instances where Customer Service Centre was not open to customers during the opening hours set out in Schedule 13.</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 – 3 Business Days</li> <li>- Emails – 1 Business Day</li> <li>- Tweets to @[Operator Twitter account name] – Tweet an acknowledgement with a link to operator's on-line complaints form within 1 hour of receipt, during Customer Service Centre opening hours</li> </ul> <p>Customer services Report to contain percentage of incidents where complaints acknowledged on time for each case.</p> <p>NTA audits will apply</p>	1 point per % below 99% compliance with requirements 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>Customer Services Report to contain percentage of incidents (a) where substantive responses were issued within (i) 5 days, and (ii) 15 days, and (b) response delay notifications were issued within 5 Business Days where substantive response not possible within 5 Business Days.</p> <p>NTA audits will apply</p>	1 point per % below 96% compliance with requirements

Indicator	Requirement	Performance Points
CS.4 Customer Service Centre automated answer	Operator to ensure 99% of calls to the Customer Service Centre are answered by a holding message within 10 seconds (excluding calls already answered within that time by a person).  Customer Services Report to contain percentage of relevant calls answered on time by holding message.  NTA audits will apply	1 point per each full % below 99%
CS.5 Customer Service Centre person answer	Operator to ensure 90% of calls to the Customer Service Centre are answered by a person within 60 seconds.  Customer services Report to contain percentage of relevant calls answered on time by person.  NTA audits will apply	1 point per each full % below 90% compliance with requirements

Table 19 -12 Customer service performance indicators

**19.18 Customer Information Performance**

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

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

Indicator	Requirement	Performance Points
CI.1 Bus fares	<p>A copy of current fares for the service shall be displayed prominently at the entrance to the bus, at a location to be determined by the Authority, and to a design approved by the Authority.</p> <p>Methodology: Quarterly Mystery Shopper survey by Authority or its agents. See Annex A, B and C to Schedule 19.</p>	1 point for each full % below 100%

Table 19 -13 On board customer information performance indicators

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

Indicator	Requirement	Performance Points
CI.4 Operator Website	<p>Operator to meet the following requirements</p> <ul style="list-style-type: none"> <li>a) Up to date customer facing content is provided on Operator Website in accordance with the Authority requirements including in relation to Journey Planning and Integrated Ticketing and Fares, and including those set out Schedule 14 Section 2.</li> <li>b) Operator Website functionality to be in accordance with Authority functionality requirements including those set out in Schedule 14 Section 2.</li> <li>c) Website design, including transport branding, to be in accordance with Authority requirements including those set out in Schedule 14 Section 2.</li> <li>d) No changes to Operator Website content, functionality or design are to be made without prior Authority approval.</li> </ul> <p>Methodology: Ad-hoc audits of Operator Website content, functionality and design by Authority</p>	<p>2</p> <p>2</p> <p>2</p> <p>2</p> <p>Note: 2 additional Performance points apply for each instance for each full week of non-compliance following date of notification by Authority</p>
CI.5 Operator Website availability	<p>Operator website to be available for customer use and fully functional 99.5% of time.</p> <p>Methodology: Operator to report in Quarterly Operations Report all instances where Operator Website was not available in previous Quarter, showing time of day and duration of unavailability. Results may be audited by ad-hoc Authority audits or by Quarterly Mystery Shopper survey (NTA).</p>	1 point for each % below 99.5%
CI.6 Advance announcement of timetable changes	<p>Timetable changes to be announced on the Operator Website as early as possible and not less than 10 business days in advance of the changes taking place.</p> <p>Methodology: Operator to report in Quarterly Operations Report all instances where Operator website did not contain announcement of timetable change 10 business days in advance of changes taking place. Results may be audited by ad-hoc Authority audits or by Quarterly Mystery Shopper survey (NTA).</p>	0.5 points for each day delay in announcement
CI.7 Advance announcement of fares changes	<p>Fares changes to be announced on the Operator Website as early as possible and not less than 10 Business Days in advance of the changes taking place.</p> <p>Methodology: Operator to report in Quarterly Operations Report all instances where Operator Website did not contain announcement of Fare changes 10 business days in advance of changes taking place. Results may be audited by ad-hoc Authority audits or by Quarterly Mystery Shopper survey (NTA).</p>	0.5 points for each day's delay in announcement

Table 19 -14 Operator Website information performance indicators

## 19.19 Report Provision Performance

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

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

Table 19 -15 Report provision performance indicators

## 19.20 Fare Evasion Deduction and Incentive Payments

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

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

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

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

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

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

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

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

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

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

**Annex A: Mystery Shopper Forms and KPIs**

Refer to digital file <<Schedule 19 Annex A Mystery Shopper Forms\_ CD version 19July2018.xlsx>>  
saved on the USB key appended to this Agreement.

## Annex B: Mystery Shopper KPI Calculation Methodology

### 1. Introduction

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

The workbook contains the following tabs: -

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

**Tab 2:** ‘*Tendered Dublin Commuter KPI*’ – The KPI’s for the tendered Waterford services

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

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

### 2. KPI Categories

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

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

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



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

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

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

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

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

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

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

The questions asked in the survey are below

#### ASK ALL

Q36 Did the bus have centre doors?

1.	Yes
2.	No

#### IF YES TO CENTRE DOORS Q36/1

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

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

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

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

1.	Yes
2.	No

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

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

For Q37 (boarding)

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

And for Q65 (alighting)

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

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

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

**E.1.2** Wheelchair Ramp performance

**E.1.7** Ticketing Equipment performance

**E.1.8** Leap Card Equipment performance

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

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

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

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

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

6. E1.6: CCTV Equipment
7. E1.7: Ticketing Equipment
8. E1.8: Leap Equipment
9. E1.9: Lighting Equipment
10. E1.10: Heating Equipment

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

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

**Annex C: Mystery Shopper Surveyor Instructions**

Refer to digital file <<Schedule 19 Annex C Mystery Shopper Surveyor Instructions\_19July2018.pdf>> saved on the USB key appended to this Agreement.

**Schedule 20: Contract Charges and Indexation**

## Part 1 – Operating charges

### 20.1 Introduction

- 20.1.1 The tables in this Schedule 20 (Contract Charges and Indexation) have been populated with figures inserted by the Operator as part of the tender process.
- 20.1.2 All monetary values in this Schedule 20 (Contract Charges and Indexation) are at Base Price Date prices.
- 20.1.3 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).
- 20.1.4 The Milestone Payments falling in a particular Reporting Period will be payable in accordance with the provisions of paragraph 20.2 below.

### 20.2 Milestone Payments

- 20.2.1 Following the occurrence of each Milestone Event, to the satisfaction of the Authority, and in accordance with Schedule 21 (Payment Mechanism), the Operator will be entitled to invoice the Authority seeking:
- (a) in the case of Milestone Event Numbers 1 and 2, eighty percent (80%) of the Milestone Payment set out opposite each such Milestone Event in Table 1 below; and
  - (b) in the case of Milestone Event Number 3, the aggregate of:
    - (i) the Milestone Payment set out opposite such Milestone Event; and
    - (ii) twenty percent (20%) of the Milestone Payments set out opposite Milestone Event Numbers 1 and 2,
- in each case, in Table 1 below:

Table 1: Milestone Payments		
Milestone Number	Milestone Event	Milestone Payment
1	Occurrence of the Operator Property Date	€ <span style="background-color: black; color: black;">████</span>
2	Occurance of the Initial Operating Commencement Date	€ <span style="background-color: black; color: black;">████</span>
3	Occurrence of the Operating Commencement Date	€ <span style="background-color: black; color: black;">████</span>

- 20.2.2 The aggregate value of Milestone Payments set out opposite Milestone Events 1,2 and 3 shall not exceed forty (40%) of the Annual Operating Charge.

20.2.3 Milestone Payments shall not be subject to indexation.

### 20.3 Initial Operating Charge

20.3.1 The Initial Operating Charge is only payable:

- (a) from the commencement of the Initial Operational Services Period, and
- (b) in respect of each Initial Operational Reporting Period.

20.3.2 Subject to paragraph 20.3.1, the Initial Operating Charge for an Initial Operational Reporting Period shall be the aggregate of the Daily Initial Operating Charge for each day in such Initial Operational Reporting Period. The Daily Initial Operating Charge for each day during an Initial Operational Reporting Period shall be determined in accordance with paragraph 20.3.3.

20.3.3 The Daily Initial Operating Charge for a day in an Initial Operational Reporting Period during the period commencing on the start of the Initial Operational Services Period and ending on the date that is two (2) months after the commencement of the Initial Operational Services Period.

shall be:

$$DIOC = KC \times \frac{ASK}{365}$$

where:

**DIOC** is the Daily Initial Operating Charge for such day;

**KC** is the Kilometre Charge;

**TSK** is, on such day during the Initial Operational Services Period, the aggregate of the annualised Scheduled Service Kilometres, as shown in the Annex A (Annualised Scheduled Service Kilometres by Route) to this Schedule 20, of the Initial Routes in passenger service (other than the Failed Initial Routes) on that day.

20.3.4 The Annual Operating Change used to calculate the Kilometre Charge will be subject to indexation in accordance with the provisions of paragraphs 20.8 to 20.20 of this Schedule 20 (Contract Charges and Indexation).

### 20.4 Operating Charge

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

20.4.2 Subject to paragraph 20.4.3, the Operating Charge payable in respect of a Reporting Period shall be the result of the following formula:

$$OC_{rp} = \frac{AOC}{13}$$

where:

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

**AOC** is the Annual Operating Charge (indexed in accordance with paragraphs 20.8 to 20.20 of this Schedule 20) for the Contract Year in which the Reporting Period falls;

20.4.3 Where the duration of:

(a) the Reporting Period after the Operating Commencement Date; or

(b) the last Reporting Period,

is for a period that is less than the same Reporting Period (assuming (a) or (b) had not occurred), the amount payable in respect of that Reporting Period shall be adjusted in accordance with the following formula:

$$AMSC = MSC_{(full)} \times \frac{N_{(d)}}{N_{(m)}}$$

where:

**AMSC** is the Operating Charge payable in respect of such Reporting Period;

**MSC<sub>(full)</sub>** is the Operating Charge that would otherwise be payable for any other Reporting Period in that Contract Year in accordance with paragraph 20.4.2;

**N<sub>(d)</sub>** is the number of days in the period that Services were provided; and

**N<sub>(m)</sub>** is the number of days in that Reporting Period (assuming (a) or (b) had not occurred).

20.4.4 The Annual Operating Charge used to calculate the Operating Charge will be subject to indexation in accordance with the provisions of paragraphs 20.8 to 20.20 of this Schedule 20 (Contract Charges and Indexation).

## **20.5 Rates for Variations to Services (bus drivers, Revenue Protection Officers and fuel)**

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

20.5.2 For the purposes of any Variation, the hourly rates for the provision of bus drivers or Revenue Protection Officers (according to the day of the week when the service is provided) are the rates set out in Table 2 (Hourly rates for service variations). The hourly rates for each time period include all amounts associated with the provision of drivers (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 2 – Hourly rates for service variations		
Time of service	Bus drivers (Rate per hour)	Revenue Protection Officers (Rate per hour)
Monday to Friday (00:00 on Monday to 23:59 on Friday)	€ [REDACTED] / hr	€ [REDACTED] / hr
Saturday (00:00 on Saturday 23:59 on Saturday)	€ [REDACTED] / hr	€ [REDACTED] / hr
Sundays/Bank Holiday (00:00 on Sundays to 23:59 on Sunday)	€ [REDACTED] / hr	€ [REDACTED] / hr

20.5.3 The hourly rates set out in Table 2 shall be subject to an indexation adjustment in accordance with paragraph 20.11.3.

20.5.4 For the purposes of any Variation, the rate to be included for fuel is the rate set out in Table 3 for each Scheduled Service Kilometre included in such Variation.

Table 3 - Fuel rate for Service Variations	
Fuel rate per Scheduled Service Kilometre operated by double decker coach	€ [REDACTED] / km
Fuel rate per Scheduled Service Kilometre operated by single decker coach	€ [REDACTED] / km

20.5.5 The kilometre rates set out in Table 3 shall be subject to an indexation adjustment in accordance with paragraph 20.12.4.

## 20.6 Rates for Variations to Services (Overhead recovery)

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

20.6.2 The amount payable in connection with a Variation may include an amount in respect of recovery of overhead by the Operator.

20.6.3 In the case of:

- (a) goods or services supplied to the Operator by, or
- (b) Capital Expenditure incurred by the Operator to

third parties (which, for the avoidance of doubt, does not include any Associated Company of the Operator), the amount to be included in respect of recovery of overhead shall be the product of:

- (i) the overhead rate set out in row 1, Table 4 (Overhead Rate); and

- (ii) the aggregate amount of the expenditure incurred by the Operator in acquiring the third party goods or services or the Capital Expenditure incurred, in either case, in carrying out the Variation, other than, for the avoidance of doubt, any cost, expenditure or expense of whatever nature which the Authority determines (acting reasonably) is related to, or which should reasonably have been expected to have been taken into account in, the rates specified for drivers and fuel in accordance with paragraphs 20.5.2 or 20.5.3, as the case may be.

20.6.4 In the case of:

- (a) goods or services supplied by the Operator or by an Associated Company to the Operator, or
- (b) Capital Expenditure incurred by the Operator and owing to an Associated Company,

the amount to be included in respect of recovery of overhead shall be the product of the:

- (i) the overhead rate set out in row 2, Table 4, and
- (ii) the aggregate of the costs and expenditure falling within sub-paragraphs (a) and (b) incurred by the Operator in carrying out the Variation, other than, for the avoidance of doubt, any cost, expenditure or expense of whatever nature which the Authority determines (acting reasonably) is related to, or which should reasonably have been expected to have been taken into account in, the rates specified for drivers and fuel in accordance with paragraphs 20.5.2 or 20.5.3, as the case may be.

20.6.5 For the purposes of any Variation, the overhead rate is the rate set out in Table 4 (Overhead Rate):

Table 4 - Overhead Rate		
1	Overhead rate applied to bought-in third party goods or services or Capital Expenditure	███%
2	Overhead rate applied to any in-house Operator supplied goods or services	███%

20.6.6 For the avoidance of doubt, the overhead rates set out in Table 4 are not subject to indexation.

## 20.7 Supporting Information

20.7.1 Table 5 shows that element of the Operator's annual operating charge relating to drivers (at Base Price Date) for each full time equivalent ("FTE") and the number of FTEs by grade of drivers which are required to provide the scheduled services. The annual cost for each FTE includes all payments associated with the provision of drivers (such as salary, bonus, overtime, pension contributions, employer's PRSI) and includes all amount which may be payable in connection with unsocial hours and other enhancements.

Table 5 – Annual Driver charge by grade			
Driver grades	Annual charge per FTE (€)	No. of FTEs	Total charge by grade (€)
Grade 1 (Trained by Go-Ahead and less than 2 full years of service)	€ [REDACTED]	[REDACTED]	€ [REDACTED]
Grade 2 (Trained by Go-Ahead and 2-3 full years of service or previous licence holder with less than 2 years of service)	€ [REDACTED]	[REDACTED]	€ [REDACTED]
Grade 3 (Trained by Go-Ahead and 4-5 full years of service or previous licence holder with 2-3 full years of service)	€ [REDACTED]	[REDACTED]	€ [REDACTED]
Grade 4 (Previous licence holder with 4-5 years of service)	€ [REDACTED]	[REDACTED]	€ [REDACTED]
Totals		[REDACTED]	€ [REDACTED]

20.7.2 The charges in Table 5 shall be used when determining the amount payable in accordance with Clause 29.3 (d) (*Deemed Variation*).

20.7.3 Table 6 shows that element of the Operator's Annual Operating Charge relating to the maintenance charge (at Base Price Date) by Network Bus type.

Table 6 – Annual Maintenance charge by Network Bus type				
Network Bus type	Parts (€)	Labour (€)	Outsourced Maintenance Service Charge (€)	Total (€)
2018 Double Deck Coach Fleet	€ [REDACTED]	€ [REDACTED]	€ [REDACTED]	€ [REDACTED]
2018 Single Deck Coach Fleet	€ [REDACTED]	€ [REDACTED]	€ [REDACTED]	€ [REDACTED]
2012 Single Deck Coach Fleet	€ [REDACTED]	€ [REDACTED]	€ [REDACTED]	€ [REDACTED]
<b>Total</b>	€ [REDACTED]	€ [REDACTED]	€ [REDACTED]	€ [REDACTED]

20.7.4 Table 7 shows that element of the Operator's Annual Operating Charge relating to the fuel charge (at Base Price Date) by Network Bus type.

Table 7 – Annual fuel charge by Network Bus type					
Network Bus type	Average fuel consumption rate (l/100 km)	Total kilometres per annum (km)	Litres consumed (l)	Fuel cost per litre (€/l)	Total Fuel charge (€)
2018 Double Deck Coach Fleet	■■■■ l/km	■■■■ km	■■■■ l	€ ■■■■	€ ■■■■
2018 Single Deck Coach Fleet	■■■■ l/km	■■■■ km	■■■■ l	€ ■■■■	€ ■■■■
2012 Single Deck Coach Fleet	■■■■ l/km	■■■■ km	■■■■ l	€ ■■■■	€ ■■■■
<b>Total</b>		■■■■ km	■■■■ l		€ ■■■■

20.7.5 The charges in Tables 6 and 7 shall be used in the event of an Authority Variation in accordance with Clause 29.2 (c) *Changes to Services* and Schedule 23 (*Variations*) for the purposes of considering any changes in costs being demonstrated by the Operator under Clause 29.2(c), insofar as any such difference is directly referable to the change in specification of an Authority Network Bus.

20.7.6 Annex B: 'Peak Vehicle Requirement and Drivers Duties by Route' to this Schedule 20 shows the Peak Vehicle Requirement and drivers duties by Route and by day, required to operate the Services.

**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 Operating Charge or Initial Operating 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 20.20 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 paragraphs 20.3 to 20.4 of this Schedule 20 as to be indexed.

**20.9 Applicable Factor**

20.9.1 Subject to paragraph 20.11.3 and paragraph 20.12.4 of this Schedule 20, the Applicable Factor for a Review Date shall be determined in accordance with the following:

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

where:

**AF<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.

**20.10 Consumer Price Factor**

20.10.1 Subject to paragraph 20.10.2, the 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 (base December 2011 =100) published by the Central Statistics Office (or any successor thereto) for the Indexation Month which is immediately prior to the Review Date for the Contract Year for which the calculation is being made;

**CPI<sub>BD</sub>** is the Consumer Price Index (base December 2011 =100) published by the Central Statistics Office for the Indexation Month which is immediately prior to the Base Price Date; and

**CPP** is the Consumer Price Percentage, expressed as a decimal to three decimal places.

20.10.2 The Consumer Price Factor for the Base Price Date is the Consumer Price Percentage, expressed as a decimal to three decimal places.

## 20.11 Employment Factor

20.11.1 Subject to Clause 47.11 and paragraph 20.11.2, 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 the Relevant Quarter prior to the Review Date 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 Relevant Quarter prior to the Base Price Date; and

**EP** is the Employment Percentage, expressed as a decimal to three decimal places.

20.11.2 The Employment Factor for the Base Price Date is the Employment Percentage, expressed as a decimal to three decimal places.

20.11.3 Where the hourly rates for bus drivers or Revenue Protection Officers associated with Variations as set out in paragraph 20.5.2, are to be indexed, the rates for a Review Date shall be determined in accordance with the following formula:

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

where:

**HR** is the hourly rate for bus drivers or Revenue Protection Officers associated with Variations, payable during such Contract Year;

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

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

**HD** is the hourly rate for bus drivers or Revenue Protection Officers associated with Variations, (expressed as of the Base Price Date) identified in paragraph 20.5.2.

## 20.12 Fuel Factor

20.12.1 Subject to paragraph 20.10.2, the Fuel Factor for a Review Date at the start of a Contract Year shall be determined in accordance with the following formula:

$$FF_{RD} = \left(1 + \frac{WPI_{RD} - WPI_{BD}}{WPI_{BD}}\right) \times (FP)$$

where:

**FF<sub>RD</sub>** is the Fuel Factor for such Review Date, expressed as a decimal to three decimal places;

**WPI<sub>RD</sub>** is the auto diesel component of the wholesale price index for energy products (base 2010 =100) published by the Central Statistics Office (or any successor thereto) for the Indexation Month which is immediately prior to the Review Date for the Contract Year for which the calculation is being made;

**WPI<sub>BD</sub>** is the auto diesel component of the wholesale price index for energy products (base 2010 =100) published by the Central Statistics Office (or any successor thereto) for the Indexation Month which is immediately prior to the Base Price Date; and

**FP** is the Fuel Percentage, expressed as a decimal to three decimal places.

20.12.2 The Fuel Factor for the Base Price Date is the Fuel Percentage, expressed as a decimal to three decimal places.

20.12.3 For the avoidance of doubt, the Fuel Factor for any Review Date may be a negative or a positive number.

20.12.4 Where the kilometre rates for fuel associated with Variations, as set out in paragraph 20.5.4, are to be indexed, the kilometre rate for a Review Date shall be determined in accordance with the following formula:

$$FR = \left(1 + \frac{WPI_{RD} - WPI_{BD}}{WPI_{BD}}\right) \times FD$$

where:

- FR** is the fuel rate per Scheduled Service Kilometre operated, associated with Variations, payable during such Contract Year;
- WPI<sub>RD</sub>** has the same meanings as defined in paragraph 20.12.1;
- WPI<sub>BD</sub>** has the same meanings as defined in paragraph 20.12.1; and
- FD** is the fuel rate per Scheduled Service Kilometre operated, associated with Variations, (expressed as of the Base Price Date) identified in paragraph 20.5.4.

### **20.13 Clause not used**

### **20.14 Change in Base, Weightings, Classification of Index**

20.14.1 If, at the Indexation Month, it is found that the Index has been rebased to a different year and/or that a change has occurred in the weightings and/or (subject to the provisions of this paragraph) in the classification of the Index during the relevant Contract Year used in the application of the formula in paragraph 20.10.1 of Schedule 20 (Contract Charges and Indexation) or other relevant period, then:

- (a) a revised base value of the Index ("Indexo") shall be calculated in accordance with paragraph 20.19 below (and for the purposes of paragraph 20.10.1, Indexo shall be CPI<sub>BD</sub>); and
- (b) such revised value of Indexo shall be used in the formula referred to in paragraph 20.10.1 above or other relevant calculation together with the rebased value of the Index ("Indexn") until further revised pursuant to this paragraph (and for the purposes of paragraph 20.10.1, Indexn shall be CPI<sub>RD</sub>).

### **20.15 Revision to classifications**

20.15.1 Notwithstanding paragraph 20.14 above, in the event that a revision has occurred since the last Indexation Month to any classification which affects the constituent elements of the Index, resulting in the addition of a new constituent element or the exclusion of a constituent element formerly included, then:

- (a) the respective aggregates of the percentage weightings of the constituent elements being included or excluded shall in either case be added together (any contemporaneous adjustments in existing groups being disregarded for this purpose);
- (b) if the percentage weightings so added together amount to 7 (seven) percentage points or less, then the revision shall be dealt with in accordance with the provisions of paragraph 20.14 above;
- (c) if the changes in the percentage weightings so added together amount to more than 7 (seven) percentage points and if, in the opinion of the Authority or the Operator, the Index is so changed as to affect significantly the validity of index comparison over time and such person believes that such change is for reasons which do not arise from changes in the consumption patterns upon which the Index is based, then such party shall have the right to require that paragraph 20.18.1 (c) shall apply instead of the provisions of paragraph 20.14;
- (d) if either the Authority or the Operator wishes to exercise the right referred to in paragraph 20.15.1 (c) above, it shall give notice under paragraph 20.17.1.



## **20.16 Temporary Unavailability of or Error in the Index**

20.16.1 If, at 1 December in any year, CPI<sub>RD</sub> (or a figure or figures required to calculate CPI<sub>RD</sub>) is (in the opinion of both the Authority and the Operator) either temporarily not available from the relevant publication (but is likely to be available at a later date) or has been computed or published in error, then the parties will jointly endeavour (in good faith):

- (a) in the case where such figure is temporarily unavailable from the source specified above, to obtain and agree upon the relevant figure from some other source; or
- (b) in the case where the parties have agreed that such figure was computed or published in error, to agree upon a corrected figure to be used in the said revision.

20.16.2 To the extent that the Authority and the Operator have been able to agree upon or correct (as the case may be) such figure, it shall be used and shall not subsequently be amended in respect of the relevant Contract Year; provided that if, in the circumstances set out above, the parties have been unable to obtain or agree upon any alternative or corrected figure within a period of thirty (30) days, then paragraph 20.17 shall apply.

## **20.17 Unavailability, Error or Change in Basis of the Index**

20.17.1 If, at 1 December in any year, CPI<sub>RD</sub> (or a figure or figures required to calculate CPI<sub>RD</sub>) in the opinion of the Authority:

- (a) is permanently not available (or the parties are unable to agree whether it is just temporarily unavailable);
- (b) contains an error in any of the relevant figures required to calculate CPI<sub>RD</sub> (and the parties have been unable to reach agreement under paragraph 20.16); or
- (c) subject to the provisions of paragraph 20.15.1 (c), is so changed in the basis of calculation or quality or type of commodity included therein as to affect materially the validity of price or index comparison over time (other than any change arising from changes in the consumption or usage patterns upon which the Index is based),

then either the Authority or the Operator may not later than ten (10) Business Days after 1 December give notice to the other of such circumstances and the parties will jointly endeavour (in good faith) to agree whether any of the events or circumstances which are set out in paragraphs 20.17.1 (a) to 20.17.1(c) inclusive (which events or circumstances are herein called the “preconditions”) has occurred and, if so, upon an appropriate amendment to or replacement of CPI<sub>RD</sub> (or such figure or figures).

20.17.2 To the extent that the parties have been able to agree upon such amendment to or replacement of CPI<sub>RD</sub> (or such figure or figures), it shall be used in the formula referred to at paragraph 20.10.1 above and shall not subsequently be amended other than pursuant to this paragraph 20.17.2.

20.17.3 If within twenty (20) Business Days from the date of the said notice:

- (a) no agreement has been reached as to whether the preconditions of any such notice are satisfied, then, at the request of either party, the matter shall forthwith be referred for determination to an expert, and if it is determined that such preconditions are satisfied, and if within thirty (30) days of such determination the parties cannot agree an appropriate amendment to or replacement of such CPI<sub>RD</sub> (or figure or figures), the matter

shall, at the request of either party, be referred as aforesaid for determination to an expert (where reasonably practicable to the same expert); or

- (b) the parties have agreed that the said preconditions are so satisfied but have not agreed an appropriate amendment to or replacement of CPI<sub>RD</sub> (or figure or figures), then, at the request of either party, the matter shall be forthwith referred for determination to the expert.

20.17.4 For the avoidance of doubt:

- (a) a change of name of the Index shall not in itself be taken to be a reason for a reference under this paragraph 20.17;
- (b) notwithstanding any figure replaced under this paragraph 20.17 subsequently becoming available again or being shown to have been correct or its basis of calculation being reinstated (as the case may be), any replacement figure agreed or determined by the expert under this paragraph 20.17 shall be used in the calculation set out at paragraph 20.10.1 above in respect of the relevant Contract Year and in subsequent Contract Years and shall not subsequently be amended other than in the event that it becomes unavailable itself or otherwise becomes subject to the terms of paragraphs 20.14 or 20.15 above or this paragraph 20.17.

## **20.18 Expert Determination**

20.18.1 In any determination to be made under reference to the expert under paragraph 20.17:

- (a) if the issue for determination is the establishment of an appropriate replacement of CPI<sub>RD</sub> (or a figure or figures) pursuant to paragraph 20.17.1(a), the expert shall provide a substitute for CPI<sub>RD</sub> (being an index price or series of prices or combination of indices for a commodity or commodities as close as possible in type and use to the commodity or commodities included in CPI<sub>RD</sub> with only such adjustments thereto as may be necessary to reflect more closely the movements of CPI<sub>RD</sub> (or a figure or figures) and shall in the same manner (if required) provide an appropriate value to be used as a substitute for CPI<sub>RD</sub> (or similarly a figure or figures);
- (b) if it is agreed or determined that the preconditions of paragraph 20.17.1 (b) are satisfied and the expert is requested to make an appropriate amendment or replacement, the expert will confine itself to correcting the error;
- (c) if it is agreed or determined that the preconditions of paragraph 20.17.1 (c) are satisfied and the expert is requested to make an appropriate amendment or replacement, it shall make such adjustments to CPI<sub>RD</sub> (or a figure or figures) (and, if it considers appropriate, CPI<sub>BD</sub> or similarly a figure or figures) as may be required to restore the validity of the price or index comparison over time, or if the expert determines that this is not possible, it shall substitute an alternative for CPI<sub>RD</sub> (or a figure or figures) together with an appropriate value to be used as CPI<sub>RD</sub> (or similarly a figure or figures) in the manner described in paragraph 20.17.1; or
- (d) if the parties are unable to agree whether CPI<sub>RD</sub> (or a figure or figures) is permanently unavailable as described in paragraph 20.17.1 and have referred the matter to the expert and it has been determined that the non-availability is temporary, then paragraph 20.16 shall apply (*mutatis mutandis*) as if the parties had agreed the same. If the expert is of the opinion that CPI<sub>RD</sub> has not been either computed or published in error or materially

changed as respectively described in paragraphs 20.17.1 (a) or 20.17.1 (c) above, then the relevant calculations for the Contract Year in respect of which the reference to the expert has been made shall be calculated in accordance with this Schedule 20 (Contract Charges and Indexation) (as the case may be) as if no reference to the expert had been made.

## **20.19 Conversion Factor**

20.19.1 A revised value of  $CPI_{BD}$ , as required under the terms of paragraph 20.14, shall be calculated as follows:

- (a) a conversion factor shall be calculated by dividing:
  - (i) the arithmetic total of the quarterly or monthly (as relevant) values of the Index based on the previous base year for that Index (and weightings and classification) by
  - (ii) the arithmetic total of the quarterly or monthly (as relevant) values of the Index based on the new base year for that Index (and weightings and classification).

In both (i) and (ii) above, the quarters or months included in the calculation of such arithmetic total shall be all quarters or months (as relevant) for which values are published (or if not published made available by the same authority) up to the Indexation Month for both the previous base year (and weightings and classification) and the new base year (and weightings and classification), but if the number of quarters for which values are published or made available for both such base years by the same authority is greater than fifteen (15) or (as relevant) if the number of months for which values are published or made available for both such base years by the same authority is greater than sixty (60), then the number of quarters or months used in the calculation of the conversion factor shall be limited to the latest fifteen (15) quarters or (as relevant) sixty (60) months prior to the Indexation Month;

- (b) the value for  $CPI_{BD}$  (or its successor as agreed or determined) which was used immediately prior to the Indexation Month shall then be divided by the conversion factor obtained pursuant to paragraph 20.19.1 (a) to obtain a revised  $CPI_{BD}$ , which shall be used with the quarterly or monthly (as relevant) values of the Index which are based on the new base year for that Index (and weightings and classification).

## **20.20 Other changes**

20.20.1 In the event that:

- (a) at 1 December in any year, the average hourly earnings of all employees in the economy number published by the Central Statistics Office is either temporarily not available from the relevant publication or has been computed or published in error, then paragraph 20.16 shall apply mutatis mutandis in determining the applicable Employment Factor; or
- (b) at 1 December in any year, average hourly earnings of all employees in the economy number published by the Central Statistics Office:
  - (i) is permanently not available (or the parties are unable to agree whether it is just temporarily unavailable);

- (ii) contains an error in any of the relevant figures required to such average earnings (and the parties have been unable to reach agreement under paragraph 20.20.1 (a));  
or
- (iii) is so changed in the basis of calculation as to affect materially the validity of the calculation,

then paragraph 20.17 and paragraph 20.18 shall apply mutatis mutandis in determining the applicable Employment Factor.

20.20.2 In the event that:

- (a) at 1 December in any year, the autodiesel component of the wholesale price index for energy products published by the Central Statistics Office is either temporarily not available from the relevant publication or has been computed or published in error, then paragraph 20.16 shall apply mutatis mutandis in determining the applicable Fuel Factor;  
or
- (b) at 1 December in any year, the autodiesel component of the Wholesale Price Index for energy products published by the Central Statistics Office:
  - (i) is permanently not available (or the parties are unable to agree whether it is just temporarily unavailable);
  - (ii) contains an error in any of the relevant figures required to such average earnings (and the parties have been unable to reach agreement under paragraph 20.20.1 (a));  
or
  - (iii) is so changed in the basis of calculation as to affect materially the validity of the calculation,

then paragraph 20.17 and paragraph 20.18 shall apply mutatis mutandis in determining the applicable Fuel Factor.

**Annex A: Annualised Scheduled Service Kilometres by Route**

<b>Route</b>	<b>Annualised Scheduled Service Kilometres</b>
<b>Initial Routes</b>	
120	1,034,960
120C	231,425
123	78,433
124	14,269
130/130C	59,495
<b>Total (Initial Routes)</b>	<b>1,418,583</b>
<b>Non-Initial Routes</b>	
126	1,154,750
<b>Total (Non-Initial Routes)</b>	<b>1,154,750</b>
<b>Grand Total (All Routes)</b>	<b>2,573,333</b>

**Annex B: Peak Vehicle Requirement and Drivers Duties by Route**

[To be completed and inserted at a later date as specified by the Authority linked to the IOCD and OCD dates to be confirmed]

Refer to digital file <<Schedule 20 Annex B PVR and Drivers Duties by Route\_CD version 19July2018.xlsx>> saved on the USB key appended to this Agreement, for the template version to be completed at a later date as specified by the Authority.

## **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 with respect to:
- (a) Milestone Payments, following the occurrence of each Milestone Event, and calculated in accordance with paragraph 21.2;
  - (b) Period Payments, following each Reporting Period, and calculated in accordance with paragraph 21.3;
  - (c) any other payments or deductions which may arise during the Contract Period.
- 21.1.3 All payments shall be invoiced by the Operator in accordance with this Schedule 21 (Payment Mechanism).

## **21.2 Calculation of invoice for a Milestone Payment**

- 21.2.1 Following the occurrence of each Milestone Event the Operator shall submit an application for a Milestone Payment, determined in accordance with paragraph 20.2, Schedule 20 (Contract Charges and Indexation). On the Authority satisfying itself that the Milestone Event has been achieved and that the Operator is entitled to the Milestone Payment in respect of such Milestone Event, the Authority shall issue the Operator with a Milestone Acceptance Certificate. The Operator will then be entitled to issue an invoice to the Authority in respect of that Milestone Payment.

## **21.3 Calculation of invoice for a Period Payment**

- 21.3.1 A Period Payment refers to the amount payable to the Operator in respect to each Reporting Period, commencing on the Initial Operating Commencement Date and ending on the Expiry Date.
- 21.3.2 The Operator shall submit an invoice for the Period Payment within ten (10) Business Days from the end of each Reporting Period, with the first invoice being submitted after the end of the Reporting Period in which the Initial Operating Commencement Date occurs.
- 21.3.3 The Operator shall submit an invoice for the Period Payment each Reporting Period for the following amount.
- (a) the Base Period Payment, as per paragraph 21.7, for the Reporting Period immediately prior to the Reporting Period in which the invoice is being submitted;
- plus*
- (b) the Punctuality Performance Payment, as per paragraph 21.8 for the Reporting Period which is the third Reporting Period prior to the Reporting Period in which the invoice is being submitted;
  - (c) the Excess Wait Time Incentive Payment, as per paragraph 21.10 for the Reporting Period which is the third Reporting Period prior to the Reporting Period in which the invoice is being submitted;



- (d) the Punctuality Incentive Payment, as per paragraph 21.9, for the Reporting Period which is the third Reporting Period prior to the Reporting Period in which the invoice is being submitted;
- (e) any payment for a Variation, as per paragraph 21.11, for the Reporting Period prior to the Reporting Period in which the invoice is being submitted, or other such period depending on when the Variation occurred;
- (f) any Reimbursable Expenses Payment, as per paragraph 21.12, for the Reporting Period prior to the Reporting Period in which the invoice is being submitted;
- (g) the Service Quality Performance Payment, as per paragraph 21.16, for the previous Quarter, where the Reporting Period in which the invoice is being submitted is the second Reporting Period following the end of the previous Quarter;
- (h) The Fare Evasion Incentive Payment, as per paragraph 21.17 for the previous quarter, where the Reporting Period in which the invoice is being submitted is the second Reporting Period following the end of the previous Quarter;
- (i) any other payments due in accordance with this Agreement;

*less*

- (j) the Lost Kilometres Deduction, as per paragraph 21.13, for the Reporting Period which is the third Reporting Period prior to the Reporting Period in which the invoice is being submitted;
- (k) the Fare Evasion Deduction, as per paragraph 21.14, for the previous Quarter, where the Reporting Period in which the invoice is being submitted is the second Reporting Period following the end of the previous Quarter.
- (l) any deduction arising from a Variation, as per paragraph 21.11, for the Reporting Period prior to the Reporting Period in which the invoice is being submitted, or other such period depending on when the Variation occurred;
- (m) any Clause 46 Obligations deduction, as per paragraph 21.15, for the Reporting Period prior to the Reporting Period in which the invoice is being submitted;
- (n) a deduction equivalent to the Diesel Rebate Scheme payment due to the Operator, as per 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.
- (o) any other deductions due in accordance with this Agreement.

21.3.4 In the event the calculation of any Period Payment results in a negative value, the Operator shall issue the Authority with a credit note. This credit note shall be offset against the next invoice issued by the Operator.

#### **21.4 Diesel Rebate Scheme**

- 21.4.1 The Operator is required to be registered for the Diesel Rebate Scheme, with the Office of the Revenue Commissioners, in advance of the Initial Operating 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 '**Claim**'). The value of the Claim shall be in accordance with the rules of the scheme as determined by the Office of the Revenue Commissioners. The number of litres of diesel submitted as part of the Claim shall include all of the eligible diesel purchased during the three month period for the purposes of providing the Services.
- 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 Claim shall be deducted from a Period Payment, and will apply to all of the eligible diesel purchased for the purposes of providing the Services..

#### **21.5 Maximum Period Payment**

- 21.5.1 The Maximum Period Payment is:
- (a) the Initial Operating Charge payable in respect of the Reporting Period when the Initial Operating Charge was incurred, where the Reporting Period occurs during the Initial Operational Services Period; or
  - (b) the Operating Charge payable in respect of the Reporting Period when the Operating Charge was incurred, where the Reporting Period occurs during the Operational Period.
- 21.5.2 When the Operating Commencement Date occurs during a Reporting Period, the Maximum Period Payment equals the aggregate of the Initial Operating Charge incurred in respect of the period from the start of the Reporting Period to the Operating Commencement Date, and the Operating Change incurred in respect of the period from the Operating Commencement Date to the end of the Reporting Period.

#### **21.6 Maximum Quarterly Payment**

- 21.6.1 The Maximum Quarterly Payment for each Quarter is the aggregate of:
- (a) the Initial Operating Charges incurred for each Reporting Period during that Quarter; or
  - (b) the Operating Charges incurred for each Reporting Period during that Quarter.
- 21.6.2 When the Operating Commencement Date occurs during a Quarter, the Maximum Quarterly Payment for that Quarter equals the aggregate of the Initial Operating Charge incurred in respect of the period from the start of the Quarter to the Operating Commencement Date, and the Operating Change incurred in respect of the period from the Operating Commencement Date to the end of the Quarter.

#### **21.7 Base Period Payment**

- 21.7.1 The Base Period Payment is:

- (a) the Initial Operating Charge, payable in respect of the Reporting Period when the Initial Operating Charge was incurred, multiplied by 0.9, where the Reporting Period occurs during the Initial Operational Services Period; or
- (b) the Operating Charge, payable in respect of the Reporting Period when the Operating Charge was incurred, multiplied by 0.9, where the Reporting Period occurs during the Operational Period.

21.7.2 When the Operating Commencement Date occurs during a Reporting Period, the Base Period Payment for that Reporting Period equals 0.9 multiplied by the aggregate of the Initial Operating Charge incurred in respect of the period from the start of the Reporting Period to the Operating Commencement Date, and the Operating Change incurred in respect of the period from the Operating Commencement Date to the end of the Reporting Period.

## **21.8 Punctuality Performance Payment**

21.8.1 The Punctuality Performance Payment is payable in respect of each Reporting Period. The Punctuality Payment is determined in accordance with Schedule 19 (Performance Payments and Deductions) and is available in the Period Punctuality Performance Report for the Reporting Period. The Period Punctuality Performance Report is issued in accordance with Schedule 18 (Records and Reporting Requirements).

21.8.2 Punctuality Payment Deductions shall not apply in respect of any Services operated during the first six (6) Reporting Periods following the Initial Operating Commencement Date. Punctuality Payment Deductions will apply in respect of any Services operated from the commencement of the seventh Reporting Period following the Initial Operating Commencement Date and ending on the Expiry Date.

## **21.9 Punctuality Incentive Payment**

21.9.1 The Punctuality Incentive Payment (if applicable) is payable in respect of each Reporting Period. The Punctuality Incentive Payment is determined in accordance with Schedule 19 (Performance Payments and Deductions) and is available in the Period Punctuality Performance Report for that Reporting Period. The Period Punctuality Performance Report is issued in accordance with Schedule 18 (Records and Reporting Requirements).

21.9.2 Punctuality Incentive Payments shall not apply in respect of any Services operated during the first six (6) Reporting Periods following the Initial Operating Commencement Date. Punctuality Incentive Payments will apply in respect of any Services operated from the commencement of the seventh Reporting Period following the Initial Operating Commencement Date and ending on the Expiry Date.

## **21.10 Excess Wait Time Incentive Payment**

21.10.1 The Excess Wait Time Incentive Payment (if applicable) is payable in respect of each Reporting Period. The Excess Wait Time Incentive Payment is determined in accordance with Schedule 19 (Performance Payments and Deductions) and is available in the Period Punctuality Performance Report for that Reporting Period. The Period Punctuality Performance Report is issued in accordance with Schedule 18 (Records and Reporting Requirements).

21.10.2 Excess Wait Time Incentive Payments shall not apply in respect of any Services operated during the first six (6) Reporting Periods following the Initial Operating Commencement Date.

Excess Wait Time Incentive Payments will apply in respect of any Services operated from the commencement of the seventh Reporting Period following the Initial Operating Commencement Date and ending on the Expiry Date.

#### **21.11 Variation Payment**

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

#### **21.12 Reimbursable Expenses Payment**

21.12.1 Where the Operator incurs a vouched cost in respect of the use of a Stop located on privately owned land or in respect of shipping faulty AVL equipment to the Authority's contractor in accordance with paragraph 11.22.7 of Schedule 11 *Operation and Maintenance of Network Assets*, and where such costs have been approved by the Authority, the Operator may include the cost in the Period Payment following the Reporting Period in which the costs have been incurred. The Operator is not entitled to include in any invoice any amount greater than the gross amount (including value added tax) and, without prejudice to the foregoing, may not add any overhead recovery rate or other management fees.

#### **21.13 Lost Kilometres Deduction**

21.13.1 The Lost Kilometres Deduction (if applicable) is deductible in respect of any Deductible Lost Service Kilometres in a Reporting Period. The Lost Kilometres Deduction is determined in accordance with Schedule 19 (Performance Payments and Deductions) and is notified by the Authority to the Operator in the Payment Report for that Reporting Period.

21.13.2 Lost Kilometres Deductions shall not apply in respect of any Services operated during the first two (2) Reporting Periods following the Initial Operating Commencement Date. Lost Kilometres Deductions will apply in respect of any Services operated from the commencement of the third Reporting Period following the Initial Operating Commencement Date and ending on the Expiry Date.

21.13.3 The implementation of Lost Kilometres Deductions in respect of any Services being operated may be delayed until after the commencement of the third Reporting Period following the Initial Operating Commencement Date at the absolute discretion of the Authority.

21.13.4 The Lost Kilometre Deduction does not apply in respect of any Routes or Initial Routes on which the Operator has yet to commence carrying fare paying passengers and in respect of which the Operator is subject to paying liquidated damages under either clause 9.8 or 9.9 of the contract

#### **21.14 Fare Evasion Deduction**

21.14.1 The Fare Evasion Deduction is deductible in respect of fares evasion over a Quarter. The Fare Evasion Deduction is determined in accordance with Schedule 19 (Performance Payments and Deductions).

21.14.2 Fare Evasion Deductions shall not apply in respect of any Services operated during the first three (3) Quarters following the Initial Operating Commencement Date. Fare Evasion Deductions will apply in respect of any Services operated from the commencement of the fourth Quarter following the Initial Operating Commencement Date and ending on the Expiry Date. For the avoidance of doubt, the first Quarter following the Initial Operating

Commencement Date is considered a full Quarter for the purpose of this paragraph, even where the Initial Operating Commencement Date occurs during a standard Quarter as per Schedule 22 (Period Calendar).

21.14.3 The implementation of Fare Evasion Deductions in respect of any Services being operated may be delayed until after the commencement of the fourth Quarter following the Initial Operating Commencement Date at the absolute discretion of the Authority.

#### **21.15 Clause 47 Obligations**

21.15.1 In accordance with clause 47.7 of the Agreement, in the event of any breaches of compliance by the Operator or its Sub-Contractors with Clause 47 of the Agreement, the Authority shall deduct 5% of the Base Period Payment from the next Period Payment, and any subsequent Period Payments until such time as the Authority is satisfied that the Operator has successfully resolved the breaches.

#### **21.16 Service Quality Performance Payment**

21.16.1 The Service Quality Performance Payment is payable in respect of each Quarter. The Service Quality Performance Payment is determined in accordance with Schedule 19 (Performance Payments and Deductions), and is available 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).

21.16.2 Service Quality Performance Deductions shall not apply in respect of any Services operated during the first three (3) Quarters following the Initial Operating Commencement Date. Service Quality Performance Deductions will apply in respect of any Services operated from the commencement of the fourth Quarter following the Initial Operating Commencement Date and ending on the Expiry Date. For the avoidance of doubt, the first Quarter following the Initial Operating Commencement Date is considered a full Quarter for the purpose of this paragraph, even where the Initial Operating Commencement Date occurs during a standard Quarter as per Schedule 22 (Period Calendar).

21.16.3 The implementation of Service Quality Performance Deductions in respect of any Services being operated may be delayed until after the commencement of the third Quarter following the Initial Operating Commencement Date at the absolute discretion of the Authority.

#### **21.17 Fare Evasion Incentive Payment**

21.17.1 The Fare Evasion Incentive Payment (if applicable) is payable in respect of each Quarter. The Fare Evasion Incentive Payment is determined in accordance with Schedule 19 (Performance Payments and Deductions).

21.17.2 Fare Evasion Incentive Payments shall not apply in respect of any Services operated during the first three (3) Quarters following the Operating Commencement Date. Fare Evasion Incentive Payments will apply in respect of any Services operated from the commencement of the fourth Quarter following the Initial Operating Commencement Date and ending on the Expiry Date. For the avoidance of doubt, the first Quarter following the Initial Operating Commencement Date is considered a full Quarter for the purpose of this paragraph, even where the Initial Operating Commencement Date occurs during a standard Quarter as per Schedule 22 (Period Calendar).

#### **21.18 Payment of invoices**

21.18.1 Within 30 calendar days of receipt of a valid invoice for a Period 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 30 calendar 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 Arrangements**

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;
- (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 (ie name and address of bank, sort code, account name and number).

21.19.3 Each invoice shall at all times be accompanied by sufficient information ("Supporting Documentation") to enable the Authority to reasonably assess whether the charges 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.

21.19.4 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.

21.19.5 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: Period Calendar**



**22.1 Period calendars**

22.1.1 The period calendar used to derive the Reporting Periods and Quarters for each calendar year from 2016 to 2022 is shown in Annex A to this Schedule 22.

22.1.2 In the event this Agreement extends beyond 2022, additional period calendars will be issued by the Authority in advance of each calendar year.

## Annex A: Period calendars 2016 to 2023

2016 period calendar													
Quarter No.	(1)			(2)			(3)			(4)			
Period No.	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Monday	Jan 4	Feb 1	Feb 29	Mar 28	Apr 25	May 23	Jun 20	Jul 18	Aug 15	Sept 12	Oct 10	Nov 7	Dec 5
Tuesday	5	2	Mar 1	29	26	24	21	19	16	13	11	8	6
Wednesday	6	3	2	30	27	25	22	20	17	14	12	9	7
Thursday	7	4	3	31	28	26	23	21	18	15	13	10	8
Friday	8	5	4	Apr 1	29	27	24	22	19	16	14	11	9
Saturday	9	6	5	2	30	28	25	23	20	17	15	12	10
Sunday	10	7	6	3	May 1	29	26	24	21	18	16	13	11
Monday	11	8	7	4	2	30	27	25	22	19	17	14	12
Tuesday	12	9	8	5	3	31	28	26	23	20	18	15	13
Wednesday	13	10	9	6	4	Jun 1	29	27	24	21	19	16	14
Thursday	14	11	10	7	5	2	30	28	25	22	20	17	15
Friday	15	12	11	8	6	3	Jul 1	29	26	23	21	18	16
Saturday	16	13	12	9	7	4	2	30	27	24	22	19	17
Sunday	17	14	13	10	8	5	3	31	28	25	23	20	18
Monday	18	15	14	11	9	6	4	Aug 1	29	26	24	21	19
Tuesday	19	16	15	12	10	7	5	2	30	27	25	22	20
Wednesday	20	17	16	13	11	8	6	3	31	28	26	23	21
Thursday	21	18	17	14	12	9	7	4	Sept 1	29	27	24	22
Friday	22	19	18	15	13	10	8	5	2	30	28	25	23
Saturday	23	20	19	16	14	11	9	6	3	Oct 1	29	26	24
Sunday	24	21	20	17	15	12	10	7	4	2	30	27	25
Monday	25	22	21	18	16	13	11	8	5	3	Nov 1	29	27
Tuesday	26	23	22	19	17	14	12	9	6	4	2	30	28
Wednesday	27	24	23	20	18	15	13	10	7	5	3	Dec 1	29
Thursday	28	25	24	21	19	16	14	11	8	6	4	2	30
Friday	29	26	25	22	20	17	15	12	9	7	5	3	31
Saturday	30	27	26	23	21	18	16	13	10	8	6	4	
Sunday	31	28	27	24	22	19	17	14	11	9	7	5	

Friday 1st, Saturday 2nd and Sunday 3rd January are included in period 1.

2017 period calendar													
Quarter No.	(1)			(2)			(3)			(4)			
Period No.	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Monday	Jan 2	Jan 30	Feb 27	Mar 27	Apr 24	May 22	Jun 19	Jul 17	Aug 14	Sept 11	Oct 9	Nov 6	Dec 4
Tuesday	3	31	28	28	25	23	20	18	15	12	10	7	5
Wednesday	4	Feb 1	Mar 1	29	26	24	21	19	16	13	11	8	6
Thursday	5	2	2	30	27	25	22	20	17	14	12	9	7
Friday	6	3	3	31	28	26	23	21	18	15	13	10	8
Saturday	7	4	4	Apr 1	29	27	24	22	19	16	14	11	9
Sunday	8	5	5	2	30	28	25	23	20	17	15	12	10
Monday	9	6	6	3	May 1	29	26	24	21	18	16	13	11
Tuesday	10	7	7	4	2	30	27	25	22	19	17	14	12
Wednesday	11	8	8	5	3	31	28	26	23	20	18	15	13
Thursday	12	9	9	6	4	Jun 1	29	27	24	21	19	16	14
Friday	13	10	10	7	5	2	30	28	25	22	20	17	15
Saturday	14	11	11	8	6	3	Jul 1	29	26	23	21	18	16
Sunday	15	12	12	9	7	4	2	30	27	24	22	19	17
Monday	16	13	13	10	8	5	3	Aug 1	28	25	23	20	18
Tuesday	17	14	14	11	9	6	4	2	29	26	24	21	19
Wednesday	18	15	15	12	10	7	5	2	30	27	25	22	20
Thursday	19	16	16	13	11	8	6	3	31	28	26	23	21
Friday	20	17	17	14	12	9	7	4	Sept 1	29	27	24	22
Saturday	21	18	18	15	13	10	8	5	2	30	28	25	23
Sunday	22	19	19	16	14	11	9	6	3	Oct 1	29	26	24
Monday	23	20	20	17	15	12	10	7	4	2	30	27	25
Tuesday	24	21	21	18	16	13	11	8	5	3	Nov 1	29	27
Wednesday	25	22	22	19	17	14	12	9	6	4	2	30	28
Thursday	26	23	23	20	18	15	13	10	7	5	3	Dec 1	29
Friday	27	24	24	21	19	16	14	11	8	6	4	2	30
Saturday	28	25	25	22	20	17	15	12	9	7	5	3	31
Sunday	29	26	26	23	21	18	16	13	10	8	6	4	

Sunday 1st January is included in period 1.

2018 period calendar													
Quarter No.	(1)			(2)			(3)			(4)			
Period No.	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Monday	Jan 1	Jan 29	Feb 26	Mar 26	Apr 23	May 21	Jun 18	Jul 16	Aug 13	Sept 10	Oct 8	Nov 5	Dec 3
Tuesday	2	30	27	27	24	22	19	17	14	11	9	6	4
Wednesday	3	31	28	28	25	23	20	18	15	12	10	7	5
Thursday	4	Feb 1	Mar 1	29	26	24	21	19	16	13	11	8	6
Friday	5	2	2	30	27	25	22	20	17	14	12	9	7
Saturday	6	3	3	31	28	26	23	21	18	15	13	10	8
Sunday	7	4	4	Apr 1	29	27	24	22	19	16	14	11	9
Monday	8	5	5	2	30	28	25	23	20	17	15	12	10
Tuesday	9	6	6	3	May 1	29	26	24	21	18	16	13	11
Wednesday	10	7	7	4	2	30	27	25	22	19	17	14	12
Thursday	11	8	8	5	3	31	28	26	23	20	18	15	13
Friday	12	9	9	6	4	Jun 1	29	27	24	21	19	16	14
Saturday	13	10	10	7	5	2	30	28	25	22	20	17	15
Sunday	14	11	11	8	6	3	Jul 1	29	26	23	21	18	16
Monday	15	12	12	9	7	4	2	30	27	24	22	19	17
Tuesday	16	13	13	10	8	5	3	31	28	25	23	20	18
Wednesday	17	14	14	11	9	6	4	Aug 1	29	26	24	21	19
Thursday	18	15	15	12	10	7	5	2	30	27	25	22	20
Friday	19	16	16	13	11	8	6	3	31	28	26	23	21
Saturday	20	17	17	14	12	9	7	4	Sept 1	29	27	24	22
Sunday	21	18	18	15	13	10	8	5	2	30	28	25	23
Monday	22	19	19	16	14	11	9	6	3	Oct 1	29	26	24
Tuesday	23	20	20	17	15	12	10	7	4	2	30	27	25
Wednesday	24	21	21	18	16	13	11	8	5	3	31	28	26
Thursday	25	22	22	19	17	14	12	9	6	4	Nov 1	29	27
Friday	26	23	23	20	18	15	13	10	7	5	2	30	28
Saturday	27	24	24	21	19	16	14	11	8	6	3	Dec 1	29
Sunday	28	25	25	22	20	17	15	12	9	7	4	2	30

Monday 31st December is included in period 13.

2019 period calendar													
Quarter No.	(1)			(2)			(3)			(4)			
Period No.	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Monday	Jan 1	Jan 28	Feb 25	Mar 25	Apr 22	May 20	Jun 17	Jul 15	Aug 12	Sept 9	Oct 7	Nov 4	Dec 2
Tuesday	2	29	26	26	23	21	18	16	13	10	8	5	3
Wednesday	3	30	27	27	24	22	19	17	14	11	9	6	4
Thursday	4	31	28	28	25	23	20	18	15	12	10	7	5
Friday	5	Feb 1	Mar 1	29	26	24	21	19	16	13	11	8	6
Saturday	6	2	2	30	27	25	22	20	17	14	12	9	7
Sunday	7	3	3	31	28	26	23	21	18	15	13	10	8
Monday	8	4	4	Apr 1	29	27	24	22	19	16	14	11	9
Tuesday	9	5	5	2	30	28	25	23	20	17	15	12	10
Wednesday	10	6	6	3	May 1	29	26	24	21	18	16	13	11
Thursday	11	7	7	4	2	30	27	25	22	19	17	14	12
Friday	12	8	8	5	3	31	28	26	23	20	18	15	13
Saturday	13	9	9	6	4	Jun 1	29	27	24	21	19	16	14
Sunday	14	10	10	7	5	2	30	28	25	22	20	17	15
Monday	15	11	11	8	6	3	Jul 1	29	26	23	21	18	16
Tuesday	16	12	12	9	7	4	2	30	27	24	22	19	17
Wednesday	17	13	13	10	8	5	3	31	28	25	23	20	18
Thursday	18	14	14	11	9	6	4	Aug 1	29	26	24	21	19
Friday	19	15	15	12	10	7	5	2	30	27	25	22	20
Saturday	20	16	16	13	11	8	6	3	31	28	26	23	21
Sunday	21	17	17	14	12	9	7	4	Sept 1	29	27	24	22
Monday	22	18	18	15	13	10	8	5	2	30	28	25	23
Tuesday	23	19	19	16	14	11	9	6	3	Oct 1	29	26	24
Wednesday	24	20	20	17	15	12	10	7	4	2	30	27	25
Thursday	25	21	21	18	16	13	11	8	5	3	31	28	26
Friday	26	22	22	19	17	14	12	9	6	4	Nov 1	29	27
Saturday	27	23	23	20	18	15	13	10	7	5	2	30	28
Sunday	28	24	24	21	19	16	14	11	8	6	3	Dec 1	29

Monday 30th and Tuesday 31st December are included in period 13.

2020 period calendar													
Quarter No.	(1)			(2)			(3)			(4)			
Period No.	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Monday		Jan 27	Feb 24	Mar 23	Apr 20	May 18	Jun 15	Jul 13	Aug 10	Sept 7	Oct 5	Nov 2	Nov 30
Tuesday		28	25	24	21	19	16	14	11	8	6	3	Dec 1
Wednesday	Jan 1	29	26	25	22	20	17	15	12	9	7	4	Dec 2
Thursday	2	30	27	26	23	21	18	16	13	10	8	5	Dec 3
Friday	3	31	28	27	24	22	19	17	14	11	9	6	Dec 4
Saturday	4	Feb 1	29	28	25	23	20	18	15	12	10	7	Dec 5
Sunday	5	2	Mar 1	29	26	24	21	19	16	13	11	8	Dec 6
Monday	6	3	2	30	27	25	22	20	17	14	12	9	Dec 7
Tuesday	7	4	3	31	28	26	23	21	18	15	13	10	Dec 8
Wednesday	8	5	4	Apr 1	29	27	24	22	19	16	14	11	Dec 9
Thursday	9	6	5	2	30	28	25	23	20	17	15	12	Dec 10
Friday	10	7	6	3	May 1	29	26	24	21	18	16	13	Dec 11
Saturday	11	8	7	4	2	30	27	25	22	19	17	14	Dec 12
Sunday	12	9	8	5	3	31	28	26	23	20	18	15	Dec 13
Monday	13	10	9	6	4	Jun 1	29	27	24	21	19	16	Dec 14
Tuesday	14	11	10	7	5	2	30	28	25	22	20	17	Dec 15
Wednesday	15	12	11	8	6	3	Jul 1	29	26	23	21	18	Dec 16
Thursday	16	13	12	9	7	4	2	30	27	24	22	19	Dec 17
Friday	17	14	13	10	8	5	3	31	28	25	23	20	Dec 18
Saturday	18	15	14	11	9	6	4	Aug 1	29	26	24	21	Dec 19
Sunday	19	16	15	12	10	7	5	2	30	27	25	22	Dec 20
Monday	20	17	16	13	11	8	6	3	31	28	26	23	Dec 21
Tuesday	21	18	17	14	12	9	7	4	Sept 1	29	27	24	Dec 22
Wednesday	22	19	18	15	13	10	8	5	2	30	28	25	Dec 23
Thursday	23	20	19	16	14	11	9	6	3	Oct 1	29	26	Dec 24
Friday	24	21	20	17	15	12	10	7	4	2	30	27	Dec 25
Saturday	25	22	21	18	16	13	11	8	5	3	31	28	Dec 26
Sunday	26	23	22	19	17	14	12	9	6	4	Nov 1	29	Dec 27

Monday 28th, Tuesday 29th, Wednesday 30th and Thursday 31st December are included in period 13.

2021 period calendar													
Quarter No.	(1)			(2)			(3)			(4)			
Period No.	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Monday	Jan 4	Feb 1	Mar 1	Mar 29	Apr 26	May 24	Jun 21	Jul 19	Aug 16	Sept 13	Oct 11	Nov 8	Dec 6
Tuesday	5	2	2	30	27	25	22	20	17	14	12	9	Dec 7
Wednesday	6	3	3	31	28	26	23	21	18	15	13	10	Dec 8
Thursday	7	4	4	Apr 1	29	27	24	22	19	16	14	11	Dec 9
Friday	8	5	5	2	30	28	25	23	20	17	15	12	Dec 10
Saturday	9	6	6	3	May 1	29	26	24	21	18	16	13	Dec 11
Sunday	10	7	7	4	2	30	27	25	22	19	17	14	Dec 12
Monday	11	8	8	5	3	31	28	26	23	20	18	15	Dec 13
Tuesday	12	9	9	6	4	Jun 1	29	27	24	21	19	16	Dec 14
Wednesday	13	10	10	7	5	2	30	28	25	22	20	17	Dec 15
Thursday	14	11	11	8	6	3	Jul 1	29	26	23	21	18	Dec 16
Friday	15	12	12	9	7	4	2	30	27	24	22	19	Dec 17
Saturday	16	13	13	10	8	5	3	31	28	25	23	20	Dec 18
Sunday	17	14	14	11	9	6	4	Aug 1	29	26	24	21	Dec 19
Monday	18	15	15	12	10	7	5	2	30	27	25	22	Dec 20
Tuesday	19	16	16	13	11	8	6	3	31	28	26	23	Dec 21
Wednesday	20	17	17	14	12	9	7	4	Sept 1	29	27	24	Dec 22
Thursday	21	18	18	15	13	10	8	5	2	30	28	25	Dec 23
Friday	22	19	19	16	14	11	9	6	3	Oct 1	29	26	Dec 24
Saturday	23	20	20	17	15	12	10	7	4	2	30	27	Dec 25
Sunday	24	21	21	18	16	13	11	8	5	3	31	28	Dec 26
Monday	25	22	22	19	17	14	12	9	6	4	Nov 1	29	Dec 27
Tuesday	26	23	23	20	18	15	13	10	7	5	2	30	Dec 28
Wednesday	27	24	24	21	19	16	14	11	8	6	3	Dec 1	Dec 29
Thursday	28	25	25	22	20	17	15	12	9	7	4	2	Dec 30
Friday	29	26	26	23	21	18	16	13	10	8	5	3	Dec 31
Saturday	30	27	27	24	22	19	17	14	11	9	6	4	
Sunday	31	28	28	25	23	20	18	15	12	10	7	5	

Friday 1st, Saturday 2nd and Sunday 3rd January are included in period 1.

2022 period calendar													
Quarter No.	(1)			(2)			(3)			(4)			
Period No.	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Monday	Jan 3	Jan 31	Feb 28	Mar 28	Apr 25	May 23	Jun 20	Jul 18	Aug 15	Sept 12	Oct 10	Nov 7	Dec 5
Tuesday	4	Feb 1	Mar 1	29	26	24	21	19	16	13	11	8	6
Wednesday	5	2	2	30	27	25	22	20	17	14	12	9	7
Thursday	6	3	3	31	28	26	23	21	18	15	13	10	8
Friday	7	4	4	Apr 1	29	27	24	22	19	16	14	11	9
Saturday	8	5	5	2	30	28	25	23	20	17	15	12	10
Sunday	9	6	6	3	May 1	29	26	24	21	18	16	13	11
Monday	10	7	7	4	2	30	27	25	22	19	17	14	12
Tuesday	11	8	8	5	3	31	28	26	23	20	18	15	13
Wednesday	12	9	9	6	4	Jun 1	29	27	24	21	19	16	14
Thursday	13	10	10	7	5	2	30	28	25	22	20	17	15
Friday	14	11	11	8	6	3	Jul 1	29	26	23	21	18	16
Saturday	15	12	12	9	7	4	2	30	27	24	22	19	17
Sunday	16	13	13	10	8	5	3	31	28	25	23	20	18
Monday	17	14	14	11	9	6	4	Aug 1	29	26	24	21	19
Tuesday	18	15	15	12	10	7	5	2	30	27	25	22	20
Wednesday	19	16	16	13	11	8	6	3	31	28	26	23	21
Thursday	20	17	17	14	12	9	7	4	Sept 1	29	27	24	22
Friday	21	18	18	15	13	10	8	5	2	30	28	25	23
Saturday	22	19	19	16	14	11	9	6	3	Oct 1	29	26	24
Sunday	23	20	20	17	15	12	10	7	4	2	30	27	25
Monday	24	21	21	18	16	13	11	8	5	3	Nov 1	29	27
Tuesday	25	22	22	19	17	14	12	9	6	4	2	30	28
Wednesday	26	23	23	20	18	15	13	10	7	5	3	Dec 1	29
Thursday	27	24	24	21	19	16	14	11	8	6	4	2	30
Friday	28	25	25	22	20	17	15	12	9	7	5	3	31
Saturday	29	26	26	23	21	18	16	13	10	8	6	4	
Sunday	30	27	27	24	22	19	17	14	11	9	7	5	

Saturday 1st and Sunday 2nd January are included in period 1.

2023 Period Calendar													
Quarter No.	(1)			(2)			(3)			(4)			
Period No.	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Monday	Jan 2	Jan 30	Feb 27	Mar 27	Apr 24	May 22	Jun 19	Jul 17	Aug 14	Sept 11	Oct 9	Nov 6	Dec 4
Tuesday	3	31	28	1	25	23	20	18	15	12	10	7	5
Wednesday	4	Feb 1	Mar 1	2	26	24	21	19	16	13	11	8	6
Thursday	5	2	2	3	27	25	22	20	17	14	12	9	7
Friday	6	3	3	4	28	26	23	21	18	15	13	10	8
Saturday	7	4	4	Apr 1	29	27	24	22	19	16	14	11	9
Sunday	8	5	5	2	30	28	25	23	20	17	15	12	10
Monday	9	6	6	3	May 1	29	26	24	21	18	16	13	11
Tuesday	10	7	7	4	2	30	27	25	22	19	17	14	12
Wednesday	11	8	8	5	3	31	28	26	23	20	18	15	13
Thursday	12	9	9	6	4	Jun 1	29	27	24	21	19	16	14
Friday	13	10	10	7	5	2	30	28	25	22	20	17	15
Saturday	14	11	11	8	6	3	Jul 1	29	26	23	21	18	16
Sunday	15	12	12	9	7	4	2	30	27	24	22	19	17
Monday	16	13	13	10	8	5	3	Aug 1	28	25	23	20	18
Tuesday	17	14	14	11	9	6	4	2	29	26	24	21	19
Wednesday	18	15	15	12	10	7	5	3	30	27	25	22	20
Thursday	19	16	16	13	11	8	6	4	31	28	26	23	21
Friday	20	17	17	14	12	9	7	5	2	29	27	24	22
Saturday	21	18	18	15	13	10	8	6	3	30	28	25	23
Sunday	22	19	19	16	14	11	9	7	4	Oct 1	29	26	24
Monday	23	20	20	17	15	12	10	7	4	2	30	27	25
Tuesday	24	21	21	18	16	13	11	8	5	3	Nov 1	29	27
Wednesday	25	22	22	19	17	14	12	9	6	4	2	30	28
Thursday	26	23	23	20	18	15	13	10	7	5	3	Dec 1	29
Friday	27	24	24	21	19	16	14	11	8	6	4	2	30
Saturday	28	25	25	22	20	17	15	12	9	7	5	3	31
Sunday	29	26	26	23	21	18	16	13	10	8	6	4	

Sunday 1st January is included in Period 1.

## **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 providing at a minimum:

- (a) the estimated change in costs associated with bus drivers, Revenue Protection Officers and fuel required to implement the proposed Variation, based on the prices set out in Schedule 20, Tables 2 and 3, Indexed;
- (b) the cost of any internal Operator-supplied goods or services provided pursuant to the proposed Variation;
- (c) the cost of any bought-in or sub-contracted third party goods or services or Capital Expenditure, provided pursuant to the proposed Variation, together with evidence, if required by the Authority, that competitive quotations have been obtained from a number of third parties in this regard;



- (d) the overhead recovery rates on any costs associated with (b) and (c) provided pursuant to the proposed Variation, subject to the rate set out in Schedule 20, Table 5;
- (e) 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) Working 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.
- 23.8.8 The Authority shall not reject a Variation that is required in order to conform to a Change of Law provided that subject to clause 30.4 (*Costs*), the costs of a Variation resulting from a Change of Law shall be borne by the Operator.

**23.9 Funding of Variation and Form of Payment**

- 23.9.1 Paragraphs 23.5 and 23.6 of this Schedule 23 shall apply to the funding and payment of Variations implemented in accordance with an Operator Variation Notice under paragraphs 23.7 to 23.8 of this Schedule 23.

**Annex A: - Variation Notice, Variation Response and Variation Order Proformas****Authority Variation Notice**

Authority to complete and submit to Operator in advance of preparation of an Operator Variation Response

Contract name	
Authority Variation Notice Number	
Reason for proposed Variation	
Description of proposed Variation in sufficient detail to enable the Operator to conduct a detailed impact analysis and provide the Variation Response in accordance with paragraph 23.4 of Schedule 23	
Where Capital Expenditure required to implement Variation state whether Authority intends to pay the Capital Costs or require the Operator to use own resources	
Proposed Variation implementation date	
Proposed Variation end date (if applicable)	
Notice issue date	

## Operator Variation Notice

Operator to complete and submit to Authority for approval in advance of issue of an Authority Variation Order

Contract name	
Operator Variation Notice Number	
Reason for proposed Variation	
Description of proposed Variation in sufficient detail to enable the Authority to conduct a detailed impact analysis and determine whether to issue a Variation Order in accordance with paragraph 23.8.4 of Schedule 23	
Where a Timetable alteration is proposed as part of the Variation, provide a Timetable Alteration Request (using proforma in Schedule 2 Annex E) for each proposed alteration.	
Impact of the proposed Variation on the provision of the Services including any impacts on passenger numbers	
Impact of the proposed Variation on the Network Assets	
Is relief from compliance with any Operator obligations under this Agreement requested during the implementation of the proposed Variation?  (if yes, provide details)	
The Variation Price, with supporting calculations in accordance with methodology set out in paragraph 23.4.2 of Schedule 23:Variations	
Anticipated change in revenues due to Variation, with supporting calculations	
Estimated change to Annual Operating Charge, with supporting calculations	

Capital Expenditure required, or no longer required, as a result of the proposed Variation, with supporting calculations	
Operator plan to implement Variation	
Regulatory approvals needed	
Proposals for monitoring, reporting and reviewing the impact of the Variation.	
Proposed Variation implementation date	
Proposed Variation end date (if applicable)	
Notice issue date	

## Operator Variation Response

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

Contract name	
Operator Variation Response Number	
Relevant Operator Variation Notice Number(s) (if applicable)	
Relevant Authority Variation Notice Number(s) (if applicable)	
Impact of the proposed Variation on the provision of the Services including any impacts on passenger numbers	
Impact of the proposed Variation on the Network Assets	
Is relief from compliance with any Operator obligations under this Agreement requested during the implementation of the proposed Variation? (if yes, provide details)	
Specify any additional Variations required to implement the proposed Variation specified in the Authority Variation Notice	
The Variation Price, with supporting calculations in accordance with methodology set out in paragraph 23.4.2 of Schedule 23: Variations	
Anticipated change in revenues due to Variation, with supporting calculations	
Estimated change to Annual Operating 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 Operating Charge	
Operator to submit Timetable Alteration Notice (on Schedule 2 Annex F: Timetable Alteration Notice Form) 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	



**Schedule 24: Implementation dates for certain aspects of the Agreement**

**24.1 Implementation dates**

24.1.1 Implementation dates for certain aspects of the Agreement are set out below.

<b>Contract clause</b>	<b>Section</b>	<b>Implementation date</b>
9 (Transition)	9.1 Implementation Plan submission	10 Business Days after Commencement Date
9 (Transition)	9.2 Implementation Programme submission	10 Business Days after Commencement Date
11 (Operation and Maintenance of Network Assets)	11.3 Operating Plan submission	60 Business Days after Commencement Date

Schedule		Section	Implementation date
5	Operations Management	5.2 Operating Plan submission	60 Business Days after Commencement Date
		5.10 Severe Weather Management Plan submission	To be included in the Operating Plan
7	Environmental Management	7.2 Environmental Management Plan submission	To be included in the Operating Plan
10	Revenue Protection	10.1 Revenue Protection Plan submission	To be included in the Operating Plan submission,and updated at least annually to accompany the Annual Contract Review thereafter
11	Operation and Maintenance of Network Assets	11.5 Annual Maintenance Plan submission	To be included in the Implementation Plan and to accompany the Annual Contract Review thereafter.
12	Management of Security	12.2 Security Management Plan submission	To be included in the Operating Plan, and updated at least annually to accompany the Annual Contract Review thereafter
13	Customer Care	13.1 Customer Charter submission	To be included with Implementation Plan
		13.2 Customer Service Policy submission	To be included with Operating Plan
		13.9 Social Media Policy submission	To be included in Customer Service Policy
15	Communications and Public Relations	15.1 Annual Communications and Public Relations Plan submission	To be included with the Operating Plan and to accompany the Annual Contract Review thereafter
		15.2 Quarterly Communications and Public Relations Plan submission	25 Business Days before Services commence, and each Quarter thereafter
16	Quality Management	16.1 Quality Management Plan	To be addressed in the Operating Plan
17	Annual Contract Review	17.3 Annual Contract Review submission	Partial draft to be submitted 2 months before the end of each Contract Year, excuding the first Contract Year. Complete draft to be submitted one month after the end of the each Contract Year

Schedule		Section	Implementation date
18	Records and Reporting Requirements	18.2 Period Operations Report submission	15 Business Days after the first Reporting Period and each Reporting Period thereafter
		18.3 Period Customer Services Report submission	15 Business Days after the first Reporting Period and each Reporting Period thereafter
		18.4 Passenger, Revenue and Ticketing Report submission	15 Business Days after the first Reporting Period and each Reporting Period thereafter
		18.5 Quarterly Operations Report submission	30 Business Days after the first Quarter and each Quarter thereafter
		18.6 Issuance of Assessment Period Report by Authority	After the first Reporting Period and each Reporting Period thereafter
		18.6 Period Punctuality Performance Report submission	Within 5 Business Days of the issuance of the first Assessment Period Report by the Authority and each Reporting Period thereafter
		18.7 Issuance of Quarterly Service Quality Survey Report by the Authority	Within 15 Business Days of the end of the first Quarter, and each Quarter thereafter.
		18.7 Quarterly Service Quality Performance Report submission	Within 10 Business Days of the issuance of the first Quarterly Service Quality Survey Report by the Authority, and each Quarter thereafter.
19	Performance Payments and Deductions	19.6 Implementation of Punctuality Standard at 65% for Services on Low Frequency Routes	From the Operating Commencement Date until the end of the thirteenth Reporting Period after the Operating Commencement Date.
		19.6 Implementation of Punctuality Standard at 80% for Services on Low Frequency Routes	From the commencement of the fourteenth Reporting Period after Operating Commencement Date until the Expiry Date.
20	Contract Charges and Indexation	20.2 Application for payment associated with Milestone Event 1	Occurrence of the Operator Property Date
		20.2 Application for payment associated with Milestone Event 2	Occurrence of the Initial Operating Commencement Date
		20.2 Application for payment associated with Milestone Event 3	Occurrence of the Operating Commencement Date
		20.3 Operating Charge applies	From the Initial Operating Commencement Date
		20.4 Operating Charge applies	From the Operating Commencement Date
21	Payment Mechanism	21.7 Implementation of Base Period Payments	From the Initial Operating Commencement Date
		21.8 Implementation of Punctuality Payment Deductions	From the commencement of the seventh Reporting Period after Initial Operating Commencement Date
		21.9 Implementation of Punctuality Incentive Payments	From the commencement of the seventh Reporting Period after

Schedule		Section	Implementation date
			Initial Operating Commencement Date
		21.10 Implementation of Excess Wait Time Incentive Payments	From the commencement of the seventh Reporting Period after Initial Operating Commencement Date
		21.13 Implementation of Lost Kilometre Deductions	From the commencement of the third Reporting Period after Initial Operating Commencement Date
		21.14 Implementation of Fare Evasion Deductions	From the commencement of the fourth Quarter following the Initial Operating Commencement Date
		21.16 Implementation of Service Quality Performance Deduction	From the commencement of the fourth Quarter following the Initial Operating Commencement Date
		21.17 Implementation of the Fare Evasion Incentive Payment	From the commencement of the fourth Quarter following the Initial Operating Commencement Date
25	Transition Management	25.4 Exit Management Plan submission	12 months after the Commencement Date

## **Schedule 25: Exit Management**

## **25.1 Overview**

25.1.1 The Operator is required to ensure the orderly transition of the Services (or any part of the Services) from the Operator to the Authority and/or any Successor Operator in the event of termination or expiry of this Agreement.

25.1.2 The Operator shall be responsible for the overall management of the exit and service transfer arrangements.

## **25.2 Contract Period Obligations**

25.2.1 During the Contract Period the Operator shall:

- (a) maintain a register of all Network Assets, detailing:
  - (i) their ownership and status as either Authority Network Assets or Network Assets that are not Authority Network Assets ("Non-Authority Network Assets");
  - (ii) the net book value of any Non-Authority Network Assets;
  - (iii) all agreements with any sub-contractors and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;
- (b) asset tag and photograph all Authority Network Assets; and
- (c) maintain a database detailing the technical infrastructure including, without limitation, software through which the Operator provides the Services, of sufficient detail to permit the Authority and/or Successor Operator to understand how the Operator provides the Services and to enable the smooth transition of the Services (or any part of the Services) with the minimum of disruption.

25.2.2 The Operator shall maintain such documents in such format as may be specified by the Authority and shall update the documents from time to time and in particular in the event that Network Assets, agreements with sub-contractors or other relevant agreements are added to or removed from the Services.

25.2.3 The Operator shall ensure that all Authority Network Assets are clearly marked to identify that they are exclusively used, or to be used, for the provision of the Services under this Agreement or by a Successor Operator.

25.2.4 The Operator shall (unless otherwise agreed by the Authority in writing) procure that all agreements with sub-contractors and other agreements with third parties, which are necessary to enable the Authority and/or any Successor Operator to perform such services as may be specified by the Authority following the termination or expiry of this Agreement shall be assignable and/or capable of novation at the request of the Authority to the Authority (and/or its nominee) and/or any Successor Operator upon the Operator ceasing to provide the Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Authority.

25.2.5 Where the Operator is unable to procure that any agreement with a sub-contractor or other agreement referred to in paragraph 25.2.4 which the Operator proposes to enter into after the Commencement Date is assignable and/or capable of novation to the Authority (and/or its nominee) and/or any Successor Operator without restriction or payment, the Operator shall

promptly notify the Authority of this and the parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Authority so directs, may include the Operator seeking an alternative sub-contractor, to be agreed with the Authority.

- 25.2.6 The Operator shall appoint an Exit Manager and provide written notification of such appointment to the Authority within three (3) months of the Commencement Date. The Operator's Exit Manager shall be responsible for ensuring that the Operator and its employees, agents and sub-contractors comply with this Schedule 25. The Operator will ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Operator as are reasonably necessary to enable the Operator to comply with the requirements set out in this Schedule 25.

### **25.3 Obligations to Assist on Re-Tendering of Services**

- 25.3.1 Subject to paragraph 25.3.2, on reasonable notice the Operator shall provide to the Authority for disclosure to a Successor Operator or potential tenderers (subject to the Successor Operator or potential tenderers entering into reasonable written confidentiality undertakings if so required by the Authority), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Successor Operator or tenderer undertaking due diligence:

- (a) details of the Service(s), including an information pack listing and describing the Services for use by the Authority in its procurement;
- (b) details of Authority Network Assets (including, where relevant, make, model and asset number) and details of their condition and physical location;
- (c) details of and information relating to the use of the Authority Network Assets (including technical specifications);
- (d) a copy of the documents referred to in paragraph 25.2.1, updated by the Operator up to the date of delivery of such documents;
- (e) details of the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation, status reports and, in respect of the maintenance and support of the Services, historical performance data over the immediately preceding twelve (12) month period;
- (f) details of work volumes and staffing requirements over the immediately preceding twelve (12) month period; and
- (g) any other material and information reasonably required by the Authority for the purposes of a tender.

- 25.3.2 The Operator shall, in connection with the provision of the information referred to in paragraph 25.3.1:

- (a) use its reasonable endeavours to clarify any matter upon which clarification is requested by the Authority;
- (b) use its reasonable endeavours to co-operate with any other reasonable request made by the Authority concerning the information listed; and

- (c) ensure that, prior to the disclosure of the information listed at paragraph 25.3.1 (e), it has complied, and has procured compliance by any employees, with the Data Protection Acts and any other legislation in force from time to time regarding disclosure of personal information about employees and shall use all reasonable endeavours to obtain such consent from employees to the disclosure as may be required by any Legal Requirement.

25.3.3 The Operator shall not be required to comply with the provisions of paragraph 25.3.1 before the earlier of:

- (a) service of a notice to terminate this Agreement; or
- (b) the period commencing twenty four (24) months before the Expiry Date.

## **25.4 Exit Management Plan**

25.4.1 The Operator shall, within twenty four (24) months after the Commencement Date, deliver to the Authority an Exit Management Plan which sets out the Operator's proposed methodology for achieving an orderly transition of Services from the Operator to the Authority and/or its Successor Operator on the expiry or termination of this Agreement and which complies with the requirements set out in paragraphs 25.4.2 and 25.4.3 below. The Authority shall review and comment on the Exit Management Plan and the Operator shall incorporate any requirements of the Authority in the Exit Management Plan and resubmit the Exit Management Plan for Approval by the Authority.

25.4.2 Without prejudice to the generality of paragraph 25.4.1, the Exit Management Plan shall:

- (a) include details of separate mechanisms for dealing with ordinary exit and emergency exit, the provisions relating to emergency exit being prepared on the assumption that the Operator may be unable to provide the full level of assistance which is required by the provisions relating to ordinary exit, and in the case of emergency exit, provision for the supply by the Operator of all such reasonable assistance as the Authority shall require to enable the Authority or the Operator's sub-contractors to provide the Services;
- (b) include details of the management structure to be employed during both transfer and cessation of the Services in an ordinary exit and an emergency exit;
- (c) include a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an ordinary exit and an emergency exit;
- (d) demonstrate how the Services will transfer to the Successor Operator and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority Network Assets from any Non-Authority Network Assets (where applicable);
- (e) specify the scope of any services in connection with the Exit Management Plan ("Transition Services") that may be required for the benefit of the Authority (including such of the services set out in paragraphs 25.6, 25.7 and 25.8 as are applicable) and detail how such services would be provided;
- (f) set out procedures to deal with requests made by the Authority and/or a Successor Operator for information relating to any employees, agents, consultants or contractors of the Operator and/or any sub-contractor;



(g) address each of the issues set out in this Schedule 25 to facilitate the transition of the Services from the Operator to the Successor Operator and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the transition period; and

(h) provide a timetable and identify critical issues for providing the Transition Services.

25.4.3 The Operator shall review and update the Exit Management Plan, following the date in which the Exit Management Plan is due to be delivered in accordance with paragraph 25.4.1 above, in the first month of that Contract Year and the first month of each Contract Year thereafter to reflect changes in the Services. Following such update the Operator will submit the revised Exit Management Plan to the Authority for Approval. The Authority shall review and comment on the revised Exit Management Plan and the Operator shall incorporate any requirements of the Authority in the revised Exit Management Plan and resubmit the revised Exit Management Plan for Approval by the Authority.

## **25.5 Transition Assistance Period**

25.5.1 The Operator shall provide the Transition Services in accordance with the Exit Management Plan for such period as the Authority may reasonably specify in writing (the "Transition Assistance Period"). For the avoidance of doubt, the Transition Assistance Period may include a period of time before and/or after the Expiry Date or the date of termination of this Agreement in which case:

- (a) (a) notwithstanding anything to the contrary in this Agreement, this Agreement shall continue to the extent relating to the provision of the Transition Services; and
- (b) (b) if the Transition Assistance Period exceeds three (3) months after the Expiry Date or date of termination of the Agreement, the Authority will reimburse the Operator for vouched costs reasonably incurred by the Operator in providing the Transition Services after the expiry of such three (3) month period.

## **25.6 Transition Services**

25.6.1 During the Transition Assistance Period or such shorter period as the Authority may require, the Operator shall continue to provide the Services (as applicable) including, at the discretion of the Authority, the Transition Services.

25.6.2 During the Transition Assistance Period, the Operator shall, in addition to providing the Services and, if applicable, the Transition Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Successor Operator.

25.6.3 Where the Operator demonstrates to the Authority's reasonable satisfaction that transition of the Services and provision of the Transition Services during the Transition Assistance Period will have a material, unavoidable adverse effect on the Operator's ability to meet a particular Performance Standard, the Parties shall vary the relevant Performance Standard and/or the applicable Performance Deductions to take account of such adverse effect.

25.6.4 The Operator shall use all reasonable endeavours so as to facilitate the transfer of responsibility for the Services (or any part of the Services) to the Authority or a Successor Operator and the Operator shall take no action at any time during the Contract Period or

during the Transition Assistance Period which is calculated or intended to prejudice or frustrate or make more difficult such transfer.

## **25.7 Transition Assistance Period Obligations**

25.7.1 The Operator shall comply with all of its obligations contained in the Exit Management Plan.

25.7.2 At the end of the Transition Assistance Period (or earlier if this does not adversely affect the Operator's performance of the Services including the Transition Services and its compliance with the other provisions of this Schedule 25), the Operator will return to the Authority:

- (a) to the extent applicable, subject to paragraph 25.7.4, all copies of any software licensed to or by the Authority under this Agreement;
- (b) all materials created or used by the Operator pursuant to this Agreement, the Intellectual Property Rights which are owned by or licensed to or by the Authority (and for the avoidance of doubt, other than as permitted by paragraph 25.7.4, the Operator shall not keep any copies of such materials); and
- (c) the Authority Network Assets.

25.7.3 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by the Authority to the Operator in relation to the Services (or such parts of the Services as may be the subject of a transfer to a Successor Operator) shall be terminated with effect from the end of the Transition Assistance Period.

25.7.4 Notwithstanding the foregoing, the Operator may keep a single copy of such materials, documents and software:

- (a) as it may be required to keep by any Legal Requirement but only for so long as so required; and
- (b) to the extent necessary for the performance of any obligations contemplated by this Agreement after the expiry of this Agreement but only for so long as needed for the performance of obligations under this Agreement.

## **25.8 Scope of the Transition Services**

25.8.1 The Transition Services to be provided by the Operator shall include (without limitation) such of the following services as the Authority may specify:

- (a) notifying the Operator's sub-contractors of procedures to be followed during the Transition Assistance Period and providing management to ensure these procedures are followed;
- (b) providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and implementing processes and procedures such that they are comprehensive, clear and capable of being used by the Authority and/or Successor Operator after the end of the Transition Assistance Period;
- (c) with respect to work in progress as at the end of the Transition Assistance Period, documenting the current status and stabilising for continuity during transition;

- (d) providing the Authority with any problem logs which have not previously been provided to the Authority;
- (e) reviewing all software libraries used in connection with the Services and providing details of these to the Authority and/or its Successor Operator;
- (f) analysing and providing information about capacity and performance requirements and known planned requirements for capacity growth across these areas;
- (g) assisting in the execution of a parallel operation of the maintenance and support of the Services (or relevant part of the Services) until the end of the Transition Assistance Period or as otherwise specified by the Authority (provided that these Services end on a date no later than the end of the Transition Assistance Period); and
- (h) answering all reasonable questions from the Authority and/or its Successor regarding the Services.

## **25.9 Knowledge Transfer**

25.9.1 During the Transition Assistance Period, the Operator will:

- (a) transfer all training material in connection with the provision of the Services (or relevant part of the Services); and
- (b) provide for transfer to the Authority and/or the Successor Operator of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents.

25.9.2 The information which the Operator shall provide to the Authority and/or its Successor pursuant to paragraph 25.9.1 above shall include:

- (a) copies of up-to-date procedures and operations manuals;
- (b) agreements with third party suppliers of goods and services which are to be transferred to the Successor Operator;
- (c) key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Successor Operator pursuant to this Schedule 25;
- (d) information regarding any unresolved faults in progress at the commencement of the Transition Assistance Period as well as those expected to be in progress at the end of the Transition Assistance Period; and
- (e) any relevant interface information.

## **25.10 Transfer of Network Assets**

25.10.1 During the Transition Assistance Period, the Operator shall not, without the Authority's prior written consent:

- (a) terminate, enter into or vary any agreement with a sub-contractor in connection with the Services (or relevant part of the Services);

- (b) (subject to normal maintenance requirements) make material modifications to, or dispose of, any Authority Network Assets, or the Operator Site Lease or
- (c) terminate, enter into or vary any licence for third party software in connection with the Services (or relevant part of the Services).

25.10.2 During the Transition Assistance Period, the Authority will provide written notice to the Operator setting out:

- (a) which Authority Network Assets and the Operator Site Lease the Authority requires to be transferred to the Authority and/or its Successor Operator; and
- (b) which agreements with sub-contractors and other agreements specified in paragraph 25.2.5 the Authority require to be assigned or novated to the Authority and/or its Successor Operator (the **"Transferring Contracts"**).

25.10.3 Where requested by the Authority and/or its Successor Operator, the Operator will provide all reasonable assistance to the Authority and/or its Successor to enable it to determine which Authority Network Assets, Operator Site Lease and Transferring Contracts the Authority and/or its Successor Operator requires in order to provide the Services (or relevant part of the Services).

25.10.4 Upon request by the Authority, the Operator shall assign to the Authority (and/or its nominated Successor Operator), at no cost to the Authority (subject to Clause 7.8 (*Negative Pledge*) or its Successor Operator, free from all liens, charges, options, Encumbrances and third party rights, title to and all rights and interests in those Authority Network Assets identified by the Authority under paragraph 25.10.2.

25.10.5 The Operator shall assign or procure the novation to the Authority (or the Successor Operator) of the Transferring Contracts, with effect from, at the latest, the expiry of the Transition Assistance Period. The Operator shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

25.10.6 The Operator shall indemnify the Authority (and/or the Successor, as applicable) against each Loss, liability and cost arising out of any Claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (and/or Successor Operator) pursuant to paragraph 25.10.5 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

## **25.11 Operator Personnel**

25.11.1 The Operator will not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services (or relevant part of the Services) from transferring their employment to the Authority and/or its Successor Operator.

25.11.2 During the Transition Assistance Period, the Operator will give the Authority and/or its Successor access to the Operator's personnel to present the case for transferring their employment to the Authority and/or its Successor Operator.

25.11.3 The Operator will immediately notify the Authority or, at the direction of the Authority, the Successor Operator of any period of notice given by the Operator or received from any employees engaged in the provision of the Services, regardless of when such notice takes effect.

25.11.4 Neither Party will, during the Contract Period or for twelve (12) months thereafter, employ or entice any directors, officers, employees, contractors or sub-contractors of the other party away from their employment with that other party, except where any such directors, officers, employees, contractors or sub-contractors respond to a general advertisement of employment which is published in a national newspaper.

## **Schedule 26: Insurances**

## 26.1 General requirements

26.1.1 This Schedule 26 (Insurance) provides details of the policies of insurance the Operator shall take out and maintain, or procure the taking out and maintenance of, for the period of the Agreement.

26.1.2 Prior to the Commencement Date, the Operator shall procure and furnish to the Authority a letter of undertaking, substantially in the form of the specimen letter of undertaking contained in Annex A of this Schedule 26 (Insurance), addressed to the Authority and signed by a reputable broker appointed by the Operator in connection with the procurement of the Insurances specified in this Schedule 26 (Insurances).

## 26.2 Motor Vehicle Insurance

<b>Insured</b>	Operator
<b>Insured vehicle</b>	Any private car, commercial vehicle, bus, special type vehicle or trailer (attached or detached) the property, leased, lent, hired to, or under the custody and control of the Insured used in connection with the Agreement and the provision of the Services (the "Insured Vehicle").
<b>Basis of insurance cover</b>	<ol style="list-style-type: none"> <li>1. Third party only liability insurance in respect of any Insured Vehicle which is necessary for the operation and provision of the Services.</li> <li>2. Third party only liability in respect of all other vehicles not included in the description above.</li> </ol>
<b>Sum insured/limit of indemnity</b>	<p>Third party legal liability for death, injury and damage to property.</p> <ol style="list-style-type: none"> <li>a. Unlimited for death or injury.</li> <li>b. € [REDACTED] indemnity in respect of property damage.</li> </ol>
<b>Territorial limits</b>	Ireland and any member of the European Union and any other country for which the Commission of the European Union is satisfied that arrangements have been made to meet the requirement of European Union Directives on insurance.
<b>Use/driving</b>	<ol style="list-style-type: none"> <li>1. Social, domestic and pleasure purposes and business of the Insured.</li> <li>2. Any person who is driving on the order or with the permission of the Insured.</li> </ol>
<b>Period of insurance</b>	In respect of the Authority Network Assets, from the date of delivery of such Authority Network Buses to the Operator for the duration of the Agreement and renewable on an annual basis unless agreed otherwise. All other motor vehicle insurances to be provided to meet the Operator's requirements.

<b>Cover features and extensions</b>	<ol style="list-style-type: none"> <li>1. Unauthorised movement of vehicles not belonging to the Insured impeding legitimate access or exit.</li> <li>2. Driving by unlicensed/disqualified people in circumstances where a licence is not required.</li> <li>3. Contingent liability cover for vehicles not belonging to the insured used by an employee in connection with the Agreement.</li> <li>4. Towing of vehicles for servicing or repair.</li> <li>5. Authority co-insurance with attendant non vitiation, waiver of subrogation and notice of cancellation clause.</li> </ol>
<b>Maximum deductible threshold</b>	Not to exceed €■■■■ each and every claim

### 26.3 Third Party Public and Products Liability Insurance

<b>Insured</b>	Operator
<b>Interest</b>	<p>To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay (including claimant's costs and expenses) as damages in respect of accidental:</p> <ol style="list-style-type: none"> <li>a. death or bodily injury to or sickness, illness or disease contracted by any person;</li> <li>b. loss of or damage to property;</li> </ol> <p>happening during the period of insurance (see 'Period of insurance' below) and arising out of or in connection with the provision of the Services and in connection with the Agreement.</p>
<b>Limit of indemnity</b>	Not less than €■■■■ in respect of any one occurrence, the number of occurrences being unlimited, but €■■■■ any one occurrence and in the aggregate per annum in respect of products and pollution liability.
<b>Territorial limits</b>	Ireland.
<b>Period of insurance</b>	From the date of this Agreement for the duration of the Agreement and renewable on an annual basis unless agreed otherwise.
<b>Cover features and extensions</b>	<ol style="list-style-type: none"> <li>1. Legal defence costs.</li> <li>2. Infringement of privacy or wrongful arrest.</li> <li>3. Contingent motor liability.</li> <li>4. Indemnity to Principal clause in favour of the Authority.</li> </ol>
<b>Principal exclusions</b>	<ol style="list-style-type: none"> <li>1. War and related perils.</li> <li>2. Nuclear and radioactive risks.</li> </ol>



	<ol style="list-style-type: none"> <li>3. Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.</li> <li>4. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.</li> <li>5. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.</li> <li>6. Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.</li> <li>7. Liability arising from the ownership, possession or use of any aircraft or marine vessel.</li> <li>8. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.</li> </ol>
<b>Maximum deductible threshold</b>	Not to exceed €[REDACTED].

#### 26.4 Property Damage "All Risks" Insurance

<b>Insured</b>	<ol style="list-style-type: none"> <li>1. Operator</li> <li>2. Authority</li> </ol> <p>each for their respective rights and interests in the Agreement if the accidental damage cover for the buses is insured under this policy.</p>
<b>Insured property</b>	<ol style="list-style-type: none"> <li>1 Authority Network Buses when stationary in depot</li> <li>2 Depots and all other relevant physical property not otherwise specifically insured. Note accidental damage for the buses may be covered under this policy.</li> </ol>
<b>Basis of cover</b>	"All Risks" of physical loss or damage to the insured property (see 'Insured property' above) from any cause not excluded.
<b>Sum insured</b>	At all times an amount not less than the total reinstatement or replacement value of the insured property (see 'Insured property' above) plus provision to include other cover features and extensions, as appropriate. The buses are insured for their indemnity value reflective of their age and condition.
<b>Territorial limits</b>	Ireland.
<b>Period of insurance</b>	In respect of the Authority Network Assets, from the date of delivery of such Authority Network Buses to the Operator for the duration of the Agreement and renewable on an annual basis unless agreed

	otherwise. All other Property Damage "All Risks" insurances to be provided to meet the Operator's requirements.
<b>Cover features and extensions</b>	<ol style="list-style-type: none"> <li>1. Automatic reinstatement of sum insured.</li> <li>2. Capital additions clause.</li> <li>3. Seventy two (72) hour clause.</li> <li>4. European Union local authorities clause.</li> <li>5. Professional fees</li> <li>6. Debris removal.</li> <li>7. Repair/reinstatement basis of claims settlement with cash option for non-reinstatement.</li> <li>8. Temporary off-site storage.</li> <li>9. Authority co-insurance with attendant non vitiation, waiver of subrogation and notice of cancellation clause.</li> </ol>
<b>Principal exclusions</b>	<ol style="list-style-type: none"> <li>1. War and related perils.</li> <li>2. Nuclear/radioactive risks.</li> <li>3. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.</li> <li>4. Wear, tear and gradual deterioration.</li> <li>5. Consequential financial losses.</li> <li>6. Cyber risks.</li> </ol>
<b>Maximum deductible threshold</b>	Not to exceed € [REDACTED] each and every claim.

## 26.5 Employers Liability Insurance

26.5.1 The Operator and any Sub-Contractors are required to effect and maintain adequate Employers Liability Insurance.

26.5.2 The limit of indemnity for the Employers Liability Insurance will not be less than € [REDACTED] any one occurrence inclusive of costs, the number of occurrences being unlimited during any annual period of insurance.

26.5.3 Employers Liability Insurance will contain an indemnity to principals clause in respect of claims made against the Authority arising out of the performance of the party of its duties under the Agreement.

## **Annex A: Brokers Letter of Undertaking**

**To: The Authority**

**Dear Sirs**

**Contract dated [ ] entered into between [ ] Limited (the "Operator") and the National Transport Authority (the "Authority") (the "Contract")**

1. We refer to the Contract. Unless the context otherwise requires, terms defined in the Contract shall have the same meaning in this letter.
2. We act as insurance broker to the Operator in respect of the Required Insurances and in that capacity we confirm that the Required Insurances which are required to be procured pursuant to Clause 37 (Insurance) and Schedule 26 (Insurance) of the Contract:
  - 2.1. where appropriate name you and such other persons as are required to be named pursuant to the Contract for their respective interests;
  - 2.2. are, in our reasonable opinion as insurance brokers, as at today's date, in full force and effect in respect of all the matters specified in the Contract; and that
  - 2.3. all premiums due to date in respect of the Required Insurances are paid and the Required Insurances are, to the best of our knowledge and belief, placed with insurers which, as at the time of placement, are reputable and financially sound. We do not, however, make any representations regarding such insurers' current or future solvency or ability to pay claims.
3. We further confirm that the attached cover notes confirm this position.
4. Pursuant to instructions received from the Operator and in consideration of your approving our appointment [or continuing appointment] as brokers in connection with the Required Insurances, we hereby undertake in respect of the interests of the Authority in relation to the Required Insurances:

### **4.1. Notification Obligations**

- 4.1.1. to notify you at least twenty (20) Business Days prior to the expiry of any of the Required Insurances if we have not received instructions from the Operator to negotiate renewal and in the event of our receiving instructions to renew, to advise you promptly of the details thereof;
- 4.1.2. to notify you at least twenty (20) Business Days prior to ceasing to act as brokers to the Operator unless, due to circumstances beyond our control, we are unable to do so in which case we shall notify you as soon as practicable; and

### **4.2. Advisory Obligations**

- 4.2.1. to notify you promptly of any default in the payment of any premium for any of the Required Insurances;
- 4.2.2. to notify you if any insurer cancels or gives notification of cancellation of any of the Required Insurances, at least twenty (20) Business Days before such cancellation is to take effect or as soon as reasonably practicable in the event that notification of cancellation takes place less than twenty (20) Business Days before it is to take effect;

4.2.3.to notify you of any act or omission, breach or default of which we have knowledge which in our reasonable opinion may either invalidate or render unenforceable in whole or in part any of the Required Insurances or which may otherwise materially impact on the extent of cover provided under the Required Insurances;

4.2.4.to advise the Operator of its duties of disclosure to insurers and to specifically advise upon:

- a) the facts, circumstances and beliefs that should generally be disclosed to insurers; and
- b) the obligation not to misrepresent any facts, matters or beliefs to insurers.

#### **4.3. Disclosure Obligations**

4.3.1.to disclose to insurers all information made available to us from any source and any fact, change of circumstances or occurrence made known to us from any source which in our reasonable opinion is material to the risks insured against under the Required Insurances and which properly should be disclosed to insurers as soon as practicable after we become aware of such information, fact, change of circumstance or occurrence whether prior to inception or renewal or otherwise; and

4.3.2.to treat as confidential all information so marked or otherwise stated to be confidential and supplied to us by or on behalf of the Operator or the Authority and not to disclose such information, without the prior written consent of the supplier, to any third party other than those persons who, in our reasonable opinion have a need to have access to such information from time to time, and for the purpose of disclosure to the insurers or their agents in respect of the Required Insurances in discharge of our obligation set out at Clause 4.3.1 of this letter. Our obligations of confidentiality shall not conflict with our duties owed to the Operator and shall not apply to disclosure required by an order of a court of competent jurisdiction, or pursuant to any applicable law, governmental or regulatory authority having the force of law or to information which is in the public domain.

#### **4.4. Administrative Obligations**

4.4.1.to hold copies of all documents relating to or evidencing the Required Insurances, including but without prejudice to the generality of the foregoing, insurance slips, contracts, policies, endorsements and copies of all documents evidencing renewal of the Required Insurances, payment of premiums and presentation and receipt of claims;

4.4.2.to supply to the Authority and/or its insurance advisers (or the Authority's or its insurance advisers' authorised representatives) promptly on written request evidence of insurance in a form satisfactory to the Authority.

4.4.3.to administer the payment of premiums due pursuant to the Required Insurances such that, in so far as we hold appropriate funds, all such premiums shall be paid to insurers in accordance with the terms of the Required Insurances;

4.4.4.to administer the payment of claims from insurers in respect of the Insurances (the "**Insurance Claims**") including:

- a) negotiating settlement of Insurance Claims presented in respect of the Required Insurances;

- b) collating and presenting all information required by insurers in relation to Insurance Claims presented in respect of the Required Insurances, and
- c) insofar as it is relevant and practicable, liaising with and reporting to each Authority throughout the settlement, payment and administration of such Insurance Claims.

4.4.5.to advise the Authority promptly upon receipt of notice of any material changes which we are instructed to make in the terms of the Required Insurances and which, if effected, in our opinion as insurance brokers would result in any material reduction in limits or coverage or in any increase in deductibles, exclusions or exceptions;

4.4.6.to advise the Authority in advance of any change to the terms of, or any lapse, non-renewal and/or cancellation of any policy maintained in respect of the Required Insurances.

## 5. NOTIFICATION DETAILS

Our obligations at Clause 4 of this letter to notify or inform you shall be discharged by providing the requisite information in hard copy to:

Chief Executive  
National Transport Authority  
Dún Scéine  
Iveagh Court  
Harcourt Lane  
Dublin 2

- 6. We shall supply further letters in this form on renewal of each of the Required Insurances and at other times as requested by the Authority and shall supply copies of such letters to those parties identified to us by the Authority for such purposes.
- 7. Any liability we may incur to you arising out of or in connection with this letter whether in contract, tort (including but not limited to negligence) or otherwise is limited in the aggregate to €[REDACTED].

Yours faithfully

\_\_\_\_\_  
For and on behalf of [Operator's broker]

**Schedule 27: Commercial Advertising**

**27.1 Commercial Advertising**

27.1.1 The Operator shall not be entitled to place commercial advertising on the Network Buses.

27.1.2 In the event that the Authority, during the Contract Period, decides to permit commercial advertising on the Network Buses, the Authority may set out arrangements for commercial advertising, including

- (a) whether the Authority or the Operator would be responsible for accepting commercial advertising and for its posting on Network Buses;
- (b) whether revenue for commercial advertising would be retained by the Operator, the Authority or shared between the Operator and the Authority;
- (c) locations on the exterior or interior of Network Buses where commercial advertising would be permitted;
- (d) dimensions of any panels required for the posting of commercial advertising on the Network Bus; and
- (e) acceptable content of such commercial advertising.

27.1.3 In the event of the Authority deciding to permit commercial advertising on Network Buses, the Operator may issue a Variation Notice or the Authority may issue a Variation Order to the Operator to implement advertising on Network Buses, taking into account any arrangements for commercial advertising referred to in paragraph 27.1.2.

**27.2 Operator advertising and promotional material**

27.2.1 If the Operator wishes to post or otherwise advertise its own promotional material on any of the Network Buses it shall seek prior approval from the Authority for the advertising of such material, and the locations and fixtures or panels for the posting of such material.

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

## **Schedule 28: Disputes Resolution Procedure**



## **28.1 Referral to Representatives**

- 28.1.1 Any dispute arising out of or in connection with this Agreement shall be referred at first instance to the Director of Public Transport Services and the Operator's Representative who shall endeavour in good faith to resolve the dispute.

## **28.2 Escalation**

- 28.2.1 In the event that the dispute cannot be resolved by these parties within 15 Business Days of referral of the dispute to them or such other date as may be agreed, the matter will then be referred to the Chief Executive of the Authority and Ed Wills of Go-Ahead Transport Services (Dublin) Limited who will also endeavour in good faith to resolve the dispute.

## **28.3 Mediation**

- 28.3.1 In the event that the dispute cannot be resolved between the Chief Executive of the Authority and Ed Wills of Go-Ahead Transport Services (Dublin) Limited within 20 Business Days of referral of the matter to them or such other date as may be agreed, either party shall be entitled to refer the dispute to mediation in accordance with the Centre for Dispute Resolution ("CEDR") procedures then in force.
- 28.3.2 The mediation process will be commenced by service by one party on the other of a written notice that the issue is to be referred to mediation, but in the event that the parties are unable to agree on a choice of mediator within 10 Business Days of the date of service of the mediation notice, the parties shall accept a mediator nominated by CEDR.
- 28.3.3 Each party shall bear its own costs in respect of the mediation.
- 3.2.2 Any agreement arising from the mediation shall be recorded in writing and signed by the Parties and shall be binding and final to the extent set out in such agreement, unless otherwise agreed.

## **28.4 Arbitration**

- 28.4.1 In the event that the dispute cannot be resolved by mediation then either party may within twenty (20) Business Days after the conclusion of the mediation, commence arbitration in respect of a dispute of any nature between the Authority and the Operator in connection with this Agreement (a "Dispute") by giving to the other party notice of such Dispute and such Dispute shall be and is hereby referred to the arbitration and final decision of such person as the parties hereunto may agree to appoint as Arbitrator or, failing agreement, as may be nominated on the request of either party by the Chairman for the time being of the Technology & Construction Bar Association ("TECBAR") (the "Arbitrator"). The arbitration shall be conducted in accordance with the Engineers Ireland arbitration procedure in force at the date of the reference, save that any reference in such procedure to nomination of an arbitrator by the President of Engineers Ireland shall be read as a reference to nomination of an arbitrator by the Chairman of TECBAR in accordance with this clause.
- 28.4.2 The Arbitrator shall have power to review any matters in respect of the Dispute and to determine any Dispute which shall be submitted to him. Every or any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2010, or any act amending the same.

## **28.5 Consolidation of Disputes**

28.5.1 If a Dispute has been referred to arbitration in accordance with the procedures set out in paragraph 28.4 and subsequently one or more further Disputes are referred to arbitration then either Party may request that all or a number of such Disputes be consolidated into one reference to arbitration. In such event, the arbitrator first appointed in relation to any of the Disputes proposed to be consolidated (the “**First Arbitrator**”) shall, in the absence of agreement by the parties to the contrary, be appointed as arbitrator for the purposes of the conduct of the arbitrations and hearings of all Disputes so consolidated,

provided however:

- (a) in the absence of the agreement of both Parties, a Dispute between the Parties shall not be consolidated with the referral of other Disputes into one referral to arbitration, where the hearing of such Dispute has opened or where the Arbitrator appointed to determine such Dispute is of the opinion that the arbitration in relation to such Dispute has advanced to such a stage that the consolidation of the referrals to arbitration would cause unreasonable delay to the determination of the issues referred to him; and
- (b) a referral of a Dispute to arbitration shall only be consolidated with other referrals if the First Arbitrator agrees that it is appropriate to do so and that he has necessary competence and skill to arbitrate on all of the issues referred and/or proposed to be referred to him for his determination and award.

## **28.6 Performance to Continue During Dispute**

28.6.1 Unless this Agreement has already been terminated the Parties shall continue to perform their obligations under this Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute for resolution pursuant to this Schedule 28.

## **28.7 Confidentiality**

28.7.1 Subject to paragraph 28.7.2, the Parties shall keep the fact that any mediation or arbitration pursuant to this Schedule 28 is taking (or has taken) place and the outcome of any such procedure (the “Confidential Procedure”) confidential. All documentation, information, data, submissions and comments disclosed whether in writing or otherwise by either Party, or the mediator or Arbitrator (and if necessary their appointed advisers) for the purposes of the Confidential Procedures either in connection with or in consequence of any Confidential Procedure shall be regarded and treated as confidential.

28.7.2 The obligations of confidentiality extend to any of the Parties, the mediator and/or the Arbitrator (and if necessary their appointed advisers) unless:

- (a) for the purpose of consulting legal advisers in connection with the Dispute;
- (b) for the purpose of consulting any expert or technical consultant in connection with the Dispute; or
- (c) otherwise required by Law.

**Schedule 29: Form of Direct Agreement**

**PRINCIPAL SUB-CONTRACTOR'S DIRECT AGREEMENT**

**(1) NATIONAL TRANSPORT AUTHORITY**

**(2) OPERATOR**

**- and -**

**(3) [PRINCIPAL SUB-CONTRACTOR]**

**THIS AGREEMENT** is made on [ • ]

**BETWEEN<sup>1</sup>**

- (1) **THE NATIONAL TRANSPORT AUTHORITY** (or in the Irish language, **AN tÚDARÁS NÁISIÚNTA IOMPAIR**), a statutory corporation established under the Dublin Transport Authority Act 2008 as amended and having its principal office at Dún Scéine, Iveagh Court, Harcourt Lane, Dublin 2 (the “**Authority**”);
- (2) **[OPERATOR]** having its registered offices at [ • ] (the “**Operator**”); and
- (3) **[PRINCIPAL SUB-CONTRACTOR]** having its registered office at [ • ] (the “**Sub-Contractor**”).

**WHEREAS**

- (A) The Authority and the Operator have entered into an agreement dated on or about the date hereof whereby the Operator has agreed to provide certain public bus services in the Dublin Commuter Area (the “**Operating Contract**”).
- (B) [The Sub-Contractor and the Operator have entered into an agreement on or about the date hereof (the “**Sub-Contract**”), whereby the Sub-Contractor agreed to carry out the [sub-contract services] (the “**Sub-Contract Services**”).
- (C) It is a requirement of the Operating Contract that this Agreement will be entered into by the parties hereto.

**IT IS AGREED:**

**5. Definitions and Interpretation**

**5.11 Definitions**

In this Agreement, where the context admits defined terms shall have the meanings given to them in the Operating Contract and the following expressions shall have the following meanings:

“**Authority Step-In Period**” means the thirty (30) Business Days period commencing on the day the Authority receives a written notice of any right the Sub-Contractor may have to terminate the Sub-Contract pursuant to Clause [ • ] of the Sub-Contract; and

“**Dispute**” means a difference or dispute of whatever nature between the Authority of the one part and the Sub-Contractor of the other part arising under, out of or in connection with this Agreement (including, without limitation, any question of interpretation of this Agreement) and the term “**Disputed**” shall be interpreted accordingly.

**5.12 Interpretation**

Save to the extent that the context or the express provisions of this Agreement otherwise require:

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<sup>1</sup> Depending on its assessment of the creditworthiness of the relevant Sub-Contractor, the Authority may require to be provided with a parent company guarantee of the Sub-Contractors obligations under this Agreement.

- (a) headings and sub-headings are for reference only and shall not be taken into consideration in the interpretation or construction of this Agreement;
- (b) all references to any agreement (including, without limitation, this Agreement), document or other instrument include (subject to all relevant approvals and any other provision of this Agreement expressly concerning such agreement, document or other instrument) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned;
- (c) all references to time of day shall be a reference to whatever time of day shall be in force in Ireland;
- (d) the words “**herein**”, “**hereto**” and “**hereunder**” refer to this Agreement as a whole and not to the particular Clause, Schedule, part, section, paragraph, annex or appendix in which such word may be used;
- (e) words importing the singular include the plural and vice versa;
- (f) words importing a particular gender include all genders;
- (g) “**person**” includes any individual, partnership, firm, trust, body corporate, government, governmental body, authority, emanation, agency or instrumentality, unincorporated body of persons or association;
- (h) any reference to a public organisation or representative shall be deemed to include a reference to any successor to such public organisation or representative or any organisation or entity or representative which has taken over the functions or responsibilities of such public organisation or representative;
- (i) references to “**parties**” mean the parties to this Agreement and references to a “**party**” mean one of the parties to this Agreement;
- (j) any reference to “**day**” shall, unless otherwise stated, mean the period of time which begins with one midnight and ends with the next; and
- (k) any capitalised terms which are not otherwise defined in this Agreement shall have the same meaning as in the Operating Contract.

## 6. Sub-Contractor Warranty

- 6.1 The Sub-Contractor warrants and undertakes to the Authority that it has not broken and shall not break any express or implied terms of the Sub-Contract and that it has exercised and will continue to exercise all proper skill, care and diligence in relation to the carrying out and completion of the Sub-Contract Services including, but not limited to the supervision of all sub-contractors of whatever tier (to such extent as the Sub-Contractor has an obligation to supervise, pursuant to the Sub-Contract or at common law) and in relation to all other services and duties performed or undertaken to be performed by the Sub-Contractor pursuant to the Sub-Contract provided however (save in respect of a breach of Clause 4 hereof) the Sub-Contractor shall not be liable for any breach of this Agreement unless such breach is also a breach of the Sub-Contract.
- 6.2 The Sub-Contractor acknowledges that the Authority is deemed to have relied and shall continue to rely on the undertaking and warranties given by the Sub-Contractor in this Clause 2.

## 7. Intellectual Property

The Sub-Contractor grants an irrevocable and royalty free licence (including a right to sub-licence) to the Authority to use and reproduce for purposes relating to the Services all plans, drawings, specifications, and calculations relating to the Services, together with all amendments and additions thereto which are now or may at any time in the future be prepared, designed or drawn by the Sub-Contractor or its servants or agents and which relate to the Services.

## 8. Step In

- 8.1 The Sub-Contractor agrees that it will not exercise any right it may have to terminate the Sub-Contract or to treat the Sub-Contract as having been repudiated by the Operator or to discontinue the performance of the duties to be performed by the Sub-Contractor without first giving the Authority not less than fifteen (15) Business Days prior written notice of the commencement of the Authority Step-In Period. The Sub-Contractor's notice shall specify the grounds entitling the termination of the Sub-Contract.
- 8.2 The Sub-Contractor's right to terminate the Sub-Contract or treat the Sub-Contract as having been repudiated or terminated or discontinue performance shall cease if, before the expiry of the period of notice set out in Clause 4.1, any and all breaches of the terms of the Sub-Contract specified in the Sub-Contractor's notice insofar as they would entitle the Sub-Contractor to terminate the Sub-Contract have been remedied or the Authority gives written notice to the Sub-Contractor in accordance with Clause 4.6.
- 8.3 Compliance by the Sub-Contractor with the provisions of Clause 4.1 shall not be treated as a waiver by the Sub-Contractor of any breach on the part of the Operator giving rise to the right of termination or damages nor otherwise prevent the Sub-Contractor from exercising its rights after the expiration of the notice unless the right of termination shall have ceased under the provisions of Clause 4.2.
- 8.4 The Sub-Contractor shall give the Authority copies of all notices given pursuant to Clause [ • ] *[information/termination provisions]* of the Sub-Contract at the same time as they are delivered or immediately upon receipt of such notices by the Sub-Contractor.
- 8.5 At the same time as the giving of any notice under Clause [ • ] *[termination provisions]* of the Sub-Contract or of the commencement of the Authority Step-In Period, the Sub-Contractor shall give to the Authority written notice of the Sub-Contractor's good faith estimate of any amounts which will become properly due and payable by the Operator to the Sub-Contractor after the date which is thirty (30) Business Days after the date of such notice but which as at the expiry of such thirty (30) Business Day period will not be fully quantified and/or due, and which relate to the Sub-Contract or the value of the Sub-Contract Services to be completed after the thirty (30) Business Day period.
- 8.6 The Sub-Contractor agrees that the Sub-Contractor will if so required by written notice from the Authority during a Authority Step-In Period henceforth accept the instructions of the Authority or its nominee to the exclusion of the Operator in respect of the carrying out and completion of the Sub-Contract Services:
- (a) upon the terms and conditions of the Sub-Contract; or
  - (b) if required by the Authority or its nominee upon the terms and conditions of a new contract between the Sub-Contractor and the Authority or its nominee in substantially the same terms as the Sub-Contract.

8.7 Any notice given by the Authority under Clause 4.6 shall state that the Authority or its nominee accepts liability for payment of the sums properly payable to the Sub-Contractor under the Sub-Contract in accordance with Clause 4.5. If any notice given by the Authority under Clause 4.6 requires the Sub-Contractor to accept the instructions of the Authority's nominee, the Authority shall be liable to the Sub-Contractor as guarantor for the payment of all sums from time to time due to the Sub-Contractor from the Authority's nominee.

8.8 The Operator acknowledges that the Sub-Contractor shall be entitled to rely on a notice given to the Sub-Contractor by the Authority under Clause 4.6 as conclusive evidence for the purposes of this Agreement of the Authority's right to take over the Services from the Operator and further acknowledges that such acceptance of instructions of the Authority to the exclusion of the Operator shall not constitute any breach of the Sub-Contractor's obligations under this Agreement.

9. **Assignment**

The Authority's rights under this Agreement may not be assigned provided that if the Authority assigns or transfers its rights and obligations under the Operating Contract to an assignee or transferee, the Authority shall assign or transfer its rights and obligations under this Agreement to such assignee or transferee.

10. **Not Used**

11. **Sub-Contractor's Rights**

11.1 Nothing contained in this Agreement shall vary or affect the Sub-Contractor's rights and obligations under the Sub-Contract and the liability of the Sub-Contractor to the Authority under this Agreement will be no greater than the Sub-Contractor's liability to the Operator under the Sub-Contract, the Sub-Contractor having the same defences in any claim by the Authority for breach of this Agreement as it would have had if the Authority had been the Operator under the Sub-Contract.

11.2 The Authority shall not be entitled to take any action against the Sub-Contractor pursuant to Clause 2 of this Agreement unless and until the Operating Contract has terminated.

12. **Waiver of Liability**

12.1 The Sub-Contractor hereby acknowledges that it shall not be entitled to recover from the Authority, any Relevant Authority, their respective advisers, consultants, servants, contractors and/or agents any Losses or Claims which may arise out of or in connection with any inadequacy, error or failure of the Disclosed Data.

12.2 The Sub-Contractor hereby acknowledges that it shall not be entitled to recover from the Authority any Losses or Claims which may arise out of or in connection with any inadequacy, error or failure of any matter which has been subject to review and any comments made by the Authority in the course thereof.

13. **Set-Off**

The Sub-Contractor agrees that it shall not exercise any rights of set-off which it may have against the Operator in respect of any payments due to the Sub-Contractor from the Operator pursuant to the Sub-Contract against the Authority after the receipt by the Sub-Contractor of a notice from the Authority pursuant to Clause 4.6.



#### 14. **Miscellaneous**

- 14.1 The Operator joins in this Agreement to acknowledge and consent to the arrangements set out herein and agrees not knowingly to do or omit to do anything that may prevent any party from enforcing its rights under this Agreement.
- 14.2 For the avoidance of doubt, if there is any conflict or inconsistency between the provisions of this Agreement and the Sub-Contract, the provisions of this Agreement shall prevail.
- 14.3 The parties agree that Clause 53 (Confidentiality), Clause 56 (Whole Agreement), Clause 57 (Severability), Clause 58 (Waiver) and Clause 59 (Amendments) of the Operating Contract shall apply to and shall be deemed to be incorporated within this Agreement *mutatis mutandis*.
- 14.4 All Disputes under this Agreement shall be resolved in accordance with the provisions set out in Clause 49 (Disputes Resolution Procedure) of the Operating Contract, which shall apply to and shall be deemed to be incorporated within this Agreement *mutatis mutandis*.
- 14.5 Save as expressly stated herein, nothing in this Agreement shall prejudice the Authority's common law rights.

#### 15. **Independent Enquiries**

The liability of the Sub-Contractor under this Agreement shall not be released or diminished by any skill or knowledge on the part of the Authority, any investigation made by or on behalf of the Authority nor by any advice received by the Authority whether or not such investigation or advice might give rise to an independent liability of any third party to the Authority.

#### 16. **Notices**

- 16.1 Wherever in this Agreement provision is made for the giving or issuing of any notice, consent or approval by any person (a "**Notice**"), unless otherwise specified such Notice shall be in writing and the words "notify", "consent" or "approval" shall be construed accordingly.
- 16.2 Any Notice shall be duly given if signed by or on behalf of a duly authorised officer of the person giving the Notice and left at or sent by registered post or by facsimile or email transmission to the following addresses:

(a) if to the Authority:

Address: Dún Scéine  
Iveagh Court  
Harcourt Lane  
Dublin 2

Email: chiefexecutive@nationaltransport.ie

Attention: Chief Executive

(b) if to the Operator:

Address: [ • ]

Email: [ • ]

Attention: [ • ]

(c) if to the Sub-Contractor:

Address: [ • ]

Email: [ • ]

Attention: [ • ]

16.3 Any party may change its address for notice to another address in the State by prior notice to the other parties.

16.4 Save where otherwise provided in this Agreement, any Notice shall be deemed to have been given:

(a) if sent by hand, when delivered; or

(b) if sent by registered post, 1 (one) Business Day after posting; or

(c) if sent by email, at the time of confirmation of receipt by the addressee.

**17. Governing Law**

17.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Ireland.

17.2 Subject to the provisions of Clause 10.4 of this Agreement, the parties agree to submit to the exclusive jurisdiction of the Courts of Ireland as regards any Claim or matter arising out of or in relation to this Agreement.

**18. Continuing Effect**

Notwithstanding the completion of the Sub-Contract Services, the provisions of this Agreement shall continue to have effect.

**IN WITNESS WHEREOF** the parties hereto have fixed their seals the day and year first above written.

**PRESENT** when the Seal of  
**THE NATIONAL TRANSPORT AUTHORITY**  
was affixed to this deed  
and this deed was delivered:

**PRESENT** when the Common Seal of  
**[OPERATOR]**  
was affixed deed  
and this deed was delivered:

**PRESENT** when the Common Seal of  
the **[SUB-CONTRACTOR]**  
was affixed deed  
and this deed was delivered:

**Schedule 30: Form of Security**

**PART 1 - Form of Parent Company Guarantee****THIS GUARANTEE** is made on **BETWEEN**

1. The Operator

Registered office of  
Operator

2. The Guarantor

Registered/ head office of  
Guarantor

and

3. The Authority

Whose principal office is at

National Transport Authority

Dún Scéine, Iveagh Court, Harcourt Lane, Dublin 2

**BACKGROUND**

A. The Authority and the Operator have or will enter into a Contract for the provision of certain public bus services in the Dublin Commuter Area (the **Contract**)

B. The Guarantor has agreed to guarantee the Operator's performance of the Contract.

C. Terms defined in the Contract have the same meaning in this Guarantee.

**IT IS AGREED AS FOLLOWS:****1. Guarantee**

1.1 The Guarantor irrevocably and unconditionally:

- (a) guarantees to the Authority that the Operator will punctually perform all its obligations under the Contract; and
- (b) undertakes to the Authority to fully perform the Operator's obligations under the Contract if the Operator fails to perform them

(together the "Obligations").

**2. Indemnity**

- 2.1 If the Operator's obligations under the Contract or the Guarantor's obligations under clause 1 above are or become void or unenforceable then, as between the Guarantor and the Authority (but without affecting the Operator's obligations), the Guarantor will as principal obligor indemnify the Authority against any resulting loss and be liable to the Authority for the same amount as the Guarantor would have been liable for if the obligations had not been void or unenforceable.
- 2.2 Subject to clause 2.3, the liability of the Guarantor under the Guarantee shall not exceed the aggregate maximum liability of the Operator to the Authority under the Contract.
- 2.3 Clause 2.2 is without prejudice to, and shall not limit recovery by the Authority of, any amounts in relation to costs to which the Authority may become entitled as a matter of law in connection with enforcement proceedings in relation to this Guarantee.

**3. Operator's failure to perform**

- 3.1 If the Operator goes into liquidation, administration, examinership or receivership or becomes subject to any other form of insolvency proceedings, or if the Operator's obligation to provide the services in accordance with the Contract is lawfully terminated under clause 44.1 of the Contract, any such event will be conclusive evidence, for the purposes of this Guarantee, that the Operator has failed to perform the Contract.
- 3.2 The decision of a court or arbitrator or an agreement between the Operator and the Authority will be binding on the Guarantor in relation to any failure by the Operator to perform the Contract.

**4. Guarantee is in addition to other security**

- 4.1 The Guarantor's obligations are in addition to and independent of any other security the Authority may at any time hold for the Operator's obligations under the Contract.

**5. Continuing guarantee**

- 5.1 The obligations of the Guarantor under this Guarantee shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever, and in particular, but without limitation, shall not be considered discharged by any intermediate discharge or payment of or on account of all or any of the obligations guaranteed hereunder and shall continue in full force and effect until final payment in full of such obligations. No demand made by the Authority hereunder shall prejudice or restrict the right of the Authority to make further or other demands.

**6. Guarantor's liability not impaired**

- 6.1 The Guarantor's liability under this Guarantee is as principal obligor and not merely as surety. Neither the Guarantor's liability under this Guarantee nor the Authority's rights under it will be affected by any of the following, whether or not known to any of the parties:
- (a) the Operator's obligations under the Contract being or becoming illegal, invalid or unenforceable, if it would not be illegal for the Guarantor to fulfil the obligation;
  - (b) bankruptcy, insolvency, liquidation, examinership, dissolution, amalgamation, winding up, reorganisation or any similar proceeding concerning the Operator;
  - (c) change in the status, function, control or ownership of the Operator;

- (d) death or incapacity of the Operator;
- (e) amendment to the Contract or change to the works or services to be done under it (whether or not the amendment or change increases the Guarantor's liability);
- (f) time being given to the Operator to fulfil an obligation;
- (g) a concession, arrangement, waiver or other indulgence being granted or made or agreed to be granted or made by the Authority;
- (h) anything that the Authority or the Operator do or fail to do, including without limitation:
  - (i) asserting or pursuing (or failing or delaying to assert, perfect or enforce) rights or remedies or
  - (ii) giving security or releasing, modifying, or exchanging security or
  - (iii) having or incurring any liability;
- (i) assignment of the benefit of the Contract;
- (j) whole or partial discharge (whether of the Operator's obligations or security for them or otherwise) or arrangement made on the faith of payment, security or other disposition that is avoided or must be repaid on bankruptcy, liquidation or otherwise;
- (k) rights against third parties that the Authority may have relating to performance of the Operator's obligations;
- (l) a reduction in, or other arrangement relating to, the Operator's liability to the Authority as a result of an arrangement or composition under Part 10 of the Companies Act 2014 or any similar provision; and
- (m) any other act, event, fact, circumstance, rule of law, or omission.

## **7. Guarantor not to claim against or in competition with the Authority**

7.1 For as long as the Operator has actual or contingent obligations or liability under the Contract, the Guarantor shall not:

- (a) be entitled to share in the Authority's rights under the Contract or any other rights or security of the Authority; or
- (b) in competition with the Authority, seek to enforce any rights concerning the Guarantor performing or having obligations under this Guarantee;

and if the Guarantor receives money from the Operator in relation to a payment of the Guarantor under this Guarantee, the Guarantor will hold the money in trust for the Authority as long as the Guarantor has any liability (contingent or otherwise) under this Guarantee.

## **8. No preconditions upon Authority**

8.1 The Authority may enforce this Guarantee without exercising rights against the Operator or anyone else.

**9. Assignment**

- 9.1 The Authority may assign the benefit of this Guarantee without the Guarantor's or Operator's consent provided that it may do so only to the extent that it may assign the Contract . The Authority shall give notice to the Guarantor within 28 days after any assignment.

**10. Partial invalidity**

- 10.1 If at any time any part of this Guarantee is or becomes illegal, invalid or unenforceable, the rest of this Guarantee will remain legal, valid and enforceable.

**11. Law and Jurisdiction**

- 11.1 This Guarantee is governed by and construed according to Irish law and the parties submit to the jurisdiction of the Irish courts to determine all matters concerning it.

**12. Notices**

- 12.1 Any communication given in connection with this Guarantee must be in writing and delivered to, or sent by pre-paid registered post to the relevant party's address at the top of this Guarantee, or the Guarantor's agent's address in clause 13 below, or another address notified in writing by the relevant party. Pre-paid registered post is taken to have been received 2 days after it was sent.

**13. Agent for Service**

- 13.1 The Guarantor appoints

Name of Agent

Address of Agent

as its agent for service of legal proceedings. The Guarantor confirms that the named agent has been irrevocably appointed and the failure of the agent to notify the Guarantor of receipt of a document will not invalidate any proceedings or the service of the document.

**14. Representations and Warranties**

- 14.1 The Guarantor represents and warrants to the Authority that:
- (a) the execution, delivery and performance of this Guarantee by the Guarantor has been duly and validly authorised by all requisite corporate action by the Guarantor;
  - (b) this Guarantee is the Guarantor's legal, valid and binding obligation in accordance with its terms; and
  - (c) no approval or consent from any governmental entity or any other person or entity is required in connection with the execution, delivery or performance of this Guarantee by the Guarantor, or to the extent that any such approval or consent is required, it has been obtained.



15. **Rights of Guarantor**

15.11 Notwithstanding any other provision of this Guarantee, the Guarantor shall be entitled to the same defences, limitations of liability, rights and remedies as the Operator is entitled to under the Contract but only to the extent applicable to the Obligations the subject of this Guarantee and any demand made under the Guarantee.

Present when the common seal of the Guarantor was affixed to this deed and this deed was delivered:

Affix Guarantor's common seal


Director

Director/Secretary

Present when the seal of the Authority was affixed to this deed and this deed was delivered:

Affix Authority's seal


Signature of member of the  
Authority or authorised  
representative of the Authority

Present when the common seal of the Operator was affixed to this deed and this deed was delivered

Affix Operator 's common seal


Director

Director/Secretary

OR (if the Operator is an unincorporated joint venture, execution must be by each member, using the blocks below)

Joint venture member 1

Present when the common seal of the [joint venture member 1] was affixed to this deed and the deed was delivered:

Name of joint venture member 1

Affix common seal

Director

Director/Secretary


Joint venture member 2

Present when the common seal of the [joint venture member 2] was affixed to this deed and the deed was delivered:

Name of joint venture member 2

Affix common seal

Director

Director/Secretary


(continue for other joint venture members as required)



3. **MISCELLANEOUS**

- 3.1 The parties agree that Clause 53 (Confidentiality), Clause 56 (Whole Agreement), Clause 57 (Severability), Clause 58 (Waiver) and Clause 59 (Amendments) of the Contract shall apply to and shall be deemed to be incorporated within this Agreement *mutatis mutandis*.
- 3.2 All Disputes under this Agreement shall be resolved in accordance with the provisions set out in Clause 49 (Disputes Resolution Procedure) of the Contract, which shall apply to and shall be deemed to be incorporated within this Agreement *mutatis mutandis*.
- 3.3 Save as expressly stated herein, nothing in this Agreement shall prejudice the Authority's common law rights.

4. **NOTICES**

- 4.1 The Authority shall give to the Supporting Entity written notice of any default of the Operator, and the Supporting Entity's obligations shall not arise until 5 business days after such notice is given.
- 4.2 Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to, or sent by pre-paid registered post to:

(a) if to the Authority:

Address: Dún Scéine  
Iveagh Court  
Harcourt Lane  
Dublin 2

Email: chiefexecutive@nationaltransport.ie

Attention: Chief Executive

(b) if to the Supporting Entity:

Address: [ • ]

Email: [ • ]

Attention: [ • ].

- 4.3 Any party may change its address for notice to another address in the State by prior notice to the other parties.
- 4.4 Save where otherwise provided in this Agreement, any notice shall be deemed to have been given:
- (a) if sent by hand, when delivered; or
- (b) if sent by registered post, 1 (one) Business Day after posting; or
- (c) if sent by email, at the time of confirmation of receipt by the addressee.

**5. GOVERNING LAW**

- 5.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Ireland.
- 5.2 Subject to the provisions of Clause 3.2 of this Agreement, the parties agree to submit to the exclusive jurisdiction of the Courts of Ireland as regards any Claim or matter arising out of or in relation to this Agreement.

IN WITNESS whereof the parties hereto have executed this deed on the day and year first before written.

PRESENT when the common seal of  
**[INSERT FULL COMPANY NAME OF  
SUPPORTING ENTITY]** was affixed to  
this deed and this deed was delivered:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

PRESENT when the SEAL of the  
**Authority** was affixed to this DEED  
and this DEED was delivered::

\_\_\_\_\_  
Signature of member of the Authority  
or authorised representative of the Authority

### Part 3 - Form of Performance Bond

This bond is required to be issued by an entity which:

- Has a minimum Standard and Poor credit rating of BBB+; and
- is authorised by the Irish Financial Regulator to carry on non-life insurance business under the European Communities (Non-Life Insurance) Framework Regulations, 1994 (in the case of a bank, authorised to do guarantee business in Ireland); or
- holds an authorisation from a competent financial regulatory authority in a member state of the EEA and have notified the Irish Financial Regulator of its intention to passport into Ireland on either a freedom of services or freedom of establishment basis under the European Communities (Non-Life Insurance) Framework Regulations 1994 (SI No. 359 of 1994).

Bond No.....

BOND AMOUNT €

**THIS PERFORMANCE BOND** (this Bond) is made on the [ • ] day of [ • ] 201\_\_

#### BETWEEN:

- (1) [ • ] whose registered office is situated at [ • ] (the “**Operator**”);
- (2) [INSERT NAME OF SURETY] whose registered office is at [ • ] (the “**Surety**”);
- (3) **National Transport Authority** whose office is situated at Dún Scéine, Iveagh Court, Harcourt Lane, Dublin 2 (the “**Authority**”).

#### BACKGROUND

- (A) The Authority and the Operator have entered or will enter into a contract for the provision of certain public bus services in the Dublin Commuter Area (the “**Contract**”).
- (B) The Operator has agreed to furnish a performance bond to the Authority.
- (C) Terms defined in the Contract have the same meaning in this Bond, and references to Conditions, clauses and Sub-clauses are to the Contract.

#### IT IS AGREED AS FOLLOWS:

1. If the Operator’s engagement under the Contract is terminated under clause 44.1 of the Contract the Surety will, subject to this Bond, pay the Authority any sum for which the Operator is liable under clause 45 of the Contract.
2. If the Operator breaches the Contract the Surety will, subject to this Bond, pay the Authority any sum for which the Operator is liable to the Authority as damages for breach of the Contract, as established under the Contract, taking into account all sums due to the Operator under the Contract.
3. The liability of the Surety under this Bond will not exceed €.
4. No alteration in the Contract or in the extent or nature of the works to be done under it, and no allowance of time under the Contract, and no forbearance or forgiveness concerning the Contract by the Authority, will in any way release the Surety from liability under this Bond.

5. The Surety will be released from its liability under this Bond 180 days after the Expiry Date of the Contract (the "Relevant Date"), except in relation to any breach by the Operator or termination that has occurred before the Relevant Date, written notice (including particulars of the breach or termination) of which has been given to the Surety earlier than 4 weeks after the Relevant Date, in which case the Bond will continue in force in relation to said notice..
6. The Operator undertakes to the Surety to perform its obligations under the Contract. This undertaking does not limit any rights or remedies of the Authority or the Surety.
7. The Authority may, but is not required to, provide to the Surety a copy of any notice that the Authority gives to or receives from the Operator under clause 44 of the Contract.
8. The decision of a court or arbitrator in a dispute between the Authority and the Operator will be binding on the Surety as to all matters concerning a breach of the Contract, termination under the Contract, and the Operator's liability.
9. The Surety will not be liable under this Bond for a breach or termination caused solely and directly by war, invasion, act of foreign enemies, hostilities (whether war is declared or not), terrorism, civil war, rebellion, revolution, or military or usurped power.
10. The Authority may assign the benefit of this Bond, without the Surety's or the Operator's consent, by giving written notice to the Surety, provided that it may only do so to the extent that the Authority can validly assign the Contract. This Bond is governed by and construed according to Irish law and the parties submit to the jurisdiction of the Irish courts to determine all matters concerning it.
11. The Surety appoints  
  
Name of Agent:  
  
Address of Agent:  
  
as its agent for service of legal proceedings. The Surety confirms that the named agent has been irrevocably appointed and the failure of the agent to notify the Surety of receipt of a document will not invalidate any proceedings or the service of the document.
12. Any communication given in connection with this Bond must be in writing and delivered to, or sent by pre-paid registered post to the relevant party's address at the top of this Bond, or the Surety's agent's address in clause 12 above, or another address notified in writing by the relevant party. Pre-paid registered post is taken to have been received 2 days after it was sent.
13. Money payable by the Surety under this Bond must be paid in Euro in Ireland.



**IN WITNESS WHEREOF** this Bond has been executed and delivered as a deed by the Surety on the date first above written.

**PRESENT** when the **COMMON SEAL** of  
the **SURETY** was affixed and this **DEED** was delivered<sup>2</sup>:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**PRESENT** when the **COMMON SEAL** of  
the **OPERATOR** was affixed and this **DEED** was delivered<sup>3</sup>:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**PRESENT** when the **SEAL** of the Authority  
was affixed to this **DEED** and this **DEED** was delivered:

\_\_\_\_\_  
Signature of member of the Authority  
or authorised representative of the Authority

\_\_\_\_\_

<sup>2</sup> Amend as necessary to reflect execution formalities applicable to surety (if surety is not an Irish company).

<sup>3</sup> Where the Operator is an unincorporated joint venture, execution must be by all members of such joint venture

## **Schedule 31: Conditions Precedent**

## **Part 1 - Commencement Date**

### **31.1 Operator and Operator Parent Company Obligations**

31.1.1 A copy of the certificate of incorporation of:

- (a) the Operator; and
- (b) the Operator Parent Company.

31.1.2 A copy of the constitutional documents of:

- (a) the Operator; and
- (b) the Operator Parent Company.

31.1.3 Resolutions of the board of directors of the Operator approving the performance by the Operator of the Services as contemplated by this Agreement and authorising the execution of, inter alia, this Agreement and the other Project Documents to which it is a party.

31.1.4 Resolutions of the board of directors of the Operator Parent Company approving the Parent Company Guarantee and any other Project Documents to which it is a party.

31.1.5 Certificate of a director or secretary of:

- (a) the Operator; and
- (b) the Operator Parent Company.

setting out the names and specimen signatures of the person(s) authorised to execute the relevant Project Documents.

31.1.6 Powers of attorney of:

- (a) the Operator; and
- (b) the Operator Parent Company.

31.1.7 A certificate of a director or the secretary of each of the Operator and the Operator Parent Company certifying that each document relating to it specified in paragraphs 31.1.1 to 31.1.6 is correct, complete and in full force and effect as at date no earlier than the date of this Agreement.

### **31.2 Tax and Guarantee Obligations**

31.2.1 The Operator's tax clearance certificate.

31.2.2 Evidence that the Operator has been registered for VAT, if applicable.

31.2.3 The Operator Parent Company Guarantee and a Resource Availability Agreement from any entity providing resources to the Operator (where applicable).

31.2.4 The Performance Bond

31.2.5 *A legal opinion in respect of the Operator Parent Company Guarantee, the Performance Bond, provided by a duly qualified and independent legal advisor confirming, amongst other things, that:*

*(a) the documents(s) have been validly executed,*

*(b) the parties concerned have the necessary powers to execute the document(s),*

*(c) the document(s) constitute legal and enforceable obligations, and are legally binding in the relevant jurisdiction,*

*in form and substance acceptable to the Authority.<sup>4</sup>*

### **31.3 Insurance Obligations**

31.3.1 Evidence that the Required Insurances to be provided as of the Commencement Date have been taken out by the Operator (or procured by the Operator) and that the policies comply with the requirements of this Agreement.

### **31.4 Obligations in relation to Letter of Intent**

31.4.1 Evidence that the requirements of the Letter of Intent have been met.

### **31.5 Obligations in relation to Operator's staff**

31.5.1 Evidence that the Operator will have, no later than the Scheduled Initial Operating Commencement Date, sufficient Staff that comply with all legal requirements and all professional training requirements to operate the Initial Tranche at the Scheduled Initial Operating Commencement Date

### **31.6 Certification and Licensing Obligations**

31.6.1 Evidence that the Operator has a Certificate of Professional Competence in Road Transport Management, in accordance with EC Regulation No. 1071/2009.

31.6.2 Evidence that the Operator has obtained a Road Passenger Transport Operator Licence in accordance with section 9 of the Road Transport Act 2011.

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<sup>4</sup> The Authority reserves the right to require a legal opinion in the event that the Guarantor or entity providing resources (as the case may be) is not incorporated in Ireland. Such legal opinion shall be at the cost of the Operator.

## **Part 2 - Initial Operating Commencement Date**

### **31.7 Initial Tranche - Network Bus Obligations**

- 31.7.1 The Operator has taken delivery of all Initial Tranche and any Network Assets required for the performance of the Services in the Initial Operational Services Period.
- 31.7.2 Evidence that the Operator has registered each Network Bus in the Initial Tranche in the Operator's name with the Vehicle Registration Unit of the Department of Transport, Tourism and Sport.

### **31.8 Licence and Certification Obligations**

- 31.8.1 Evidence that the Operator's Certificate of Professional Competence in Road Transport Operations Management, in accordance with EC Regulation No. 1071/2009, remains in full force and effect.
- 31.8.2 Evidence that the Operator has a Large Public Service Vehicle Licence, issued by the Carriage Office of An Garda Síochána or the relevant local Garda PSV Office, for the operation of each Network Bus in the Initial Tranche.
- 31.8.3 Evidence that the Operator has added each Network Bus in the Initial Tranche to its Road Passenger Transport Operator Licence.
- 31.8.4 Evidence that the Operator has obtained a Commercial Vehicle Roadworthiness Test Certificate, in accordance with Article 8 of the Commercial Vehicle Roadworthiness (Vehicle Testing) Regulations 2013, for any Network Bus in the Initial Tranche that requires such Certificate.

### **31.9 Insurance Obligations**

- 31.9.1 Confirmation that the Required Insurances taken out by the Operator (or procured by the Operator) in paragraph 31.3 of this Schedule 31 continue in full force and effect during the Initial Operational Services Period.
- 31.9.2 Evidence that the Operator has taken out (or procured) prior to the Initial Operating Commencement Date:

(a) insurances required for each Network Bus in the Initial Tranche; and

(b) any additional insurances required to be provided as of the Initial Operating Commencement Date,

and that the insurance policies required for the Initial Operational Services Period comply with the requirements of this Agreement.

### **31.10 Obligations in relation to Operator's Staff**

- 31.10.1 Evidence, to the satisfaction of the Authority, that the Operator has sufficient Staff Organisation Chart (in addition to drivers information) that comply with all legal requirements and all professional training requirements to operate each Network Bus in the Initial Tranche in accordance with the requirements of this Agreement.

31.10.2 Evidence in the case of each driver who is to operate Network Buses in the Initial Tranche, that such driver holds:

- (a) a driver's licence valid in accordance with Irish law that allows for such driver to operate a Large Public Service Vehicle; and
- (b) a Driver CPC Qualification Card issued by the Road Safety Authority.

### **31.11 Other Obligations**

31.11.1 The Operator has demonstrated to the satisfaction of the Authority that the AVL System and the Ticketing System are operational in respect of the Network Buses in the Initial Tranche.

31.11.2 Evidence that the Operator has obtained the consent of the relevant local authority, in accordance with Section 16 of the Road Traffic Act 2002, for the location of each Stop on the Initial Routes and, if applicable, the consent of a land owner.

31.11.3 The Authority is satisfied that, prior to the Initial Operational Service Period, the Operator is, to the extent relevant, complying with the approved Implementation Plan and Operating Plan.

31.11.4 The Operator has submitted and the Authority has Approved the Timetable for each Route for insertion in Schedule 2 Annex B .

31.11.5 The Operator has submitted and the Authority has Approved Schedule 20 Annex C in respect of the Peak Vehicle Requirement and Drivers Duties by Route.

### **Part 3 - Operating Commencement Date**

#### **31.12 Network Bus Obligations**

31.12.1 The Operator has taken delivery of all Network Buses and any Network Assets required for the performance of the Services in the Operational Period.

31.12.2 Evidence that the Operator has registered each Network Bus in the Operator's name with the Vehicle Registration Unit of the Department of Transport, Tourism and Sport.

#### **31.13 Licence and Certification Obligations**

31.13.1 Evidence that the Operator's Certificate of Professional Competence in Road Transport Management, in accordance with EC Regulation No. 1071/2009, remains in full force and effect.

31.13.2 Evidence that the Operator has a Large Public Service Vehicle Licence, issued by the Carriage Office of An Garda Síochána or the relevant local Garda PSV Office, for the operation of each Network Bus.

31.13.3 Evidence that the Operator has added each Network Bus to its Road Passenger Transport Operator Licence.

31.13.4 Evidence that the Operator has obtained a Commercial Vehicle Roadworthiness Test Certificate, in accordance with Article 8 of the Commercial Vehicle Roadworthiness (Vehicle Testing) Regulations 2013, for any Network Bus that requires such Certificate.

#### **31.14 Insurance Obligations**

31.14.1 Confirmation that the Required Insurances taken out by the Operator (or procured by the Operator) in paragraph 31.3 of this Schedule 31 continue in full force and effect during the Operational Period.

31.14.2 Evidence that the Operator has taken out (or procured) prior to the Operating Commencement Date:

(c) insurances required for each Network Bus; and

(d) any additional insurances required to be provided as of the Operating Commencement Date,

and that the insurance policies required for the Operational Period comply with the requirements of this Agreement.

#### **31.15 Obligations in relation to Operator's Staff**

31.15.1 Evidence, to the satisfaction of the Authority, that the Operator has sufficient Staff Organisation Chart, in addition to drivers information, that comply with all legal requirements and all professional training requirements to operate each Network Bus in accordance with the requirements of this Agreement.

31.15.2 Evidence in the case of each driver who is to operate Network Buses, that such driver holds:

- (c) a driver's licence valid in accordance with Irish law that allows for such driver to operate a Large Public Service Vehicle; and
- (d) a Driver CPC Qualification Card issued by the Road Safety Authority.

### **31.16 Other Obligations**

- 31.16.1 The Operator has demonstrated to the satisfaction of the Authority that the AVL System and the Ticketing System are operational in respect of the Network Buses in the Initial Tranche.
- 31.16.2 Evidence that the consent obtained by the Operator in paragraph 31.11.2 of Part 2 of this Schedule 31 in connection with the Initial Routes remains in full force and effect for the Operational Period.
- 31.16.3 Evidence that the Operator has obtained the consent of the relevant local authority, in accordance with Section 16 of the Road Traffic Act 2002, for the location of each Stop on the Routes other than the Initial Routes and, if applicable, the consent of a land owner.
- 31.16.4 The Authority is satisfied that, prior to the Operational Period, the Operator is, to the extent relevant, complying with the approved Implementation Plan and Operating Plan.
- 31.16.5 The Operator has submitted and the Authority has Approved the Timetable for each Route for insertion in Schedule 2 Annex B .
- 31.16.6 The Operator has submitted and the Authority has Approved Schedule 20 Annex C in respect of the Peak Vehicle Requirement and Drivers Duties by Route.



## **Schedule 32: Form of Novation Agreement<sup>5</sup>**

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<sup>5</sup> This template will be adjusted as required for any Novation Agreements.

THIS AGREEMENT is made \_\_\_\_\_ 2016

**BETWEEN**

- (1) **THE NATIONAL TRANSPORT AUTHORITY** (or in the Irish language, **An tÚDARÁS NÁISIÚNTA IOMPAIR**), a statutory corporation established under the Dublin Transport Authority Act 2008 as amended and having its principal office at Dún Scéine, Iveagh Court, Harcourt Lane, Dublin 2 (the “**Authority**”); and
- (2) **[MAINTENANCE CONTRACTOR]** a company incorporated in [ • ] with registered number [ • ] and having its registered office at [ • ] (“**the Maintenance Contractor**”); and
- (3) **[OPERATOR]**, a company incorporated in [ • ] with registered number [ • ] and having its registered office at [ • ] (the “**Operator**”)

together the “**Parties**”.

**RECITALS**

- (A) By an agreement dated [ • ] 2016, the Authority appointed the Maintenance Contractor to maintain and service [the assets] (the “**Maintenance Contract**”).
- (B) The Authority has appointed the Operator to provide public passenger transport services in accordance with section 48 of Dublin Transport Authority Act 2008, by a contract dated [ • ] (the “**Operating Contract**”).

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions**

- 1.1 In this Agreement, unless the context otherwise requires, each of the following words and expressions shall have the following meanings:

“[ • ]” means [ • ].

- 1.2 Except to the extent that the context or the provisions of this Agreement otherwise require:

- (a) Headings and sub-headings are for ease of reference only and shall not be taken into account in the interpretation or construction of this Agreement;
- (b) All references to clauses and schedules are references to clauses of, and schedules, to this Agreement;
- (c) All references to any agreement, document or instrument include a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned.
- (d) All references to statute or a statutory provision shall include references to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same;
- (e) The words “herein” “hereto” and “hereunder” refer to this Agreement as a whole and not to any particular provision in which such words may be used;
- (f) Words importing the singular include the plural and *vice versa*.

2. Subject to clause 3 of this Agreement, and until any return or transfer contemplated by clause 5 of this Agreement:
- (a) the Operator agrees with the Maintenance Contractor that it will assume the Authority's obligations and carry out and discharge such obligations under the Maintenance Contract, and exercise the Authority's rights under the Maintenance Contract, as if the Operator had always been named as the counter-party under the Maintenance Contract;
  - (b) the Maintenance Contractor agrees with the Operator to carry out and discharge all of its obligations under the Maintenance Contract, as if the Operator had always been named as the counter-party under the Maintenance Contract;
  - (c) the Maintenance Contractor accepts the performance by the Operator of the obligations of the Authority under the Maintenance Contract in discharge of the obligations of the Authority;
  - (d) the Maintenance Contractor releases the Authority from performance of the Authority's obligations under the Maintenance Contract from the date of this Agreement;
  - (e) the Maintenance Contractor accepts the exercise by the Operator of the rights of the Authority under the Maintenance Contract in substitution for the exercise of such rights by the Authority. Accordingly, the Authority hereby agrees that it shall not be entitled to exercise its rights under the Maintenance Contract save that it shall be entitled to exercise rights accrued before the date of this Agreement in respect of matters arising before this date;
  - (f) notwithstanding the novation provided for in this Agreement, the Maintenance Contractor warrants to the Authority that it will honour its obligations under the Maintenance Contract in accordance with the Maintenance Contract as if the Operator had been named as a party to the Maintenance Contract in place of the Authority, *ab initio*, provided that the Maintenance Contractor's liability under this Clause 2(f) shall be no greater than its liability under the Maintenance Contract; and
  - (g) notwithstanding any other provision of this Agreement, the Operator shall have no liability in respect of any obligations performed under the Maintenance Contract before the date of this Agreement.
3. Notwithstanding any other provisions of this Agreement:
- (a) the Maintenance Contract (as may have been amended by this Agreement) shall not be amended in any way without the prior written consent of the Authority;
  - (b) the Operator shall not be entitled to terminate the employment of the Maintenance Contractor under the Maintenance Contract, or repudiate or accept a repudiation of the Maintenance Contract without the prior written consent of the Authority;
  - (c) the Maintenance Contractor accepts that, in accordance with the Operating Contract, the Operator shall not be entitled to and shall not exercise the rights or obligations set out in the First Schedule to this Agreement (the "**Retained Functions**"), which rights and obligations shall be retained by the Authority and not assumed by the Operator pursuant to this Agreement. The Authority and the Operator agree with the

Maintenance Contractor that the Operator shall not in any circumstances exercise the Retained Functions;

- (d) the Maintenance Contractor accepts that, pursuant to the Operating Contract, the Operator shall not be entitled to and shall not exercise the rights or obligations set forth in the Second Schedule to this Agreement (the “**Controlled Functions**”) without the prior written consent of the Authority. The Operator agrees with the Maintenance Contractor not to exercise the Controlled Functions without consulting with and obtaining written consent from the Authority. The Maintenance Contractor may, but shall not be required to, enquire whether the Authority has consented to the exercise of a Controlled Function.
- 4. In the event of termination or expiry of the Operating Contract, the Parties shall take all steps necessary, including the execution of any necessary documents, to arrange for the return to the Authority of the rights and obligations of the Authority under the Maintenance Contract as novated to the Operator or, at the Authority’s election, the transfer of such rights and obligations to such replacement operator as the Authority may specify.
- 5. In the event of termination or expiry of the Maintenance Contract:
  - (a) the Parties shall take all steps necessary, including the execution of any necessary documents, to arrange for the return or transfer to the Authority of the rights and obligations of the Authority under the Maintenance Contract novated to the Operator;; and
  - (b) subject and without prejudice to Clause 6(a), this Agreement shall cease to have effect and shall be deemed to have expired.
- 6. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, when taken together, shall constitute this Agreement.
- 7. This Agreement shall be governed by, and construed in accordance with, the laws of Ireland.

**IN WITNESS WHEREOF** the parties have executed this Agreement on the date first written above.

<b>SIGNED</b> by _____  a duly authorised representative of/for and on behalf of <b>AN tÚDARÁS Náisiúnta Iompair – NATIONAL TRANSPORT AUTHORITY</b>	_____  _____  _____
in the presence of:  Witness:  Address:  Occupation:	_____  _____  _____  _____

<b>SIGNED</b> by _____  a duly authorised representative of/for and on behalf of <b>[OPERATOR]</b>	_____  _____  _____
in the presence of:  Witness:  Address:  Occupation:	_____  _____  _____  _____

<b>SIGNED</b> by _____  a duly authorised representative of/for and on behalf of <b>[MAINTENANCE CONTRACTOR]</b>	_____  _____  _____
in the presence of:  Witness:  Address:  Occupation:	_____  _____  _____  _____

**FIRST SCHEDULE**

**Retained Functions**

[ • ]

**SECOND SCHEDULE**

**Controlled Functions**

[ • ]

**Schedule 33: Data to be processed under this Agreement**



**33.1 Customer Service**

The subject matter and duration of the Processing	Providing customer services as described in this Agreement and for the duration of the Agreement. Records of customer contacts to be retained for 2 years after contact and access to database to be provided to the Authority for 12 months after end of contract.
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 and responses made via website, emails, tweets, Facebook comments, direct messages etc.);</li> <li>• documents (all comments, complaints and responses by letter);</li> <li>• forms (all comments and complaints 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>
Legal basis of Processing	<ul style="list-style-type: none"> <li>• Performance of contract</li> <li>• Legitimate interests of controller</li> <li>• Legal obligation</li> </ul>
Third Parties who may process data	Other regulatory bodies who would deal with complaints
Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)	Operator and the Authority are Separate Controllers

**33.2 CCTV**

The subject matter and duration of the Processing	As described in the Agreement, at least 7 days and disclosure of images requested and/or required for incidents (and required to be disclosed to Gardai for crimes and accidents)
The nature and purpose of the Processing	<p>Transfer of data from CCTV camera equipment from the Network Buses for the following purposes:</p> <ul style="list-style-type: none"> <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 monitor staff carrying out work duties;</li> <li>• To assist in the recollection of, investigation of or evidence of events leading up to an incident or accident;</li> </ul>
The type of Personal Data being Processed	The monitoring, recording, holding and processing of images of distinguishable individuals; being passengers and public near bus, and staff
Legal basis of Processing	<ul style="list-style-type: none"> <li>• Legitimate interests of controller</li> <li>• Legal obligation</li> </ul>
Third Parties who may process data	Gardaí, insurers, Fire Brigade and other local authorities
Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)	The Operator is the sole Controller of all CCTV related Personal Data. In the event any CCTV Personal Data is supplied to the Authority, both parties will become Separate Controllers of that CCTV Personal Data.

**33.3 Wifi**

The subject matter and duration of the Processing	Provision of wifi services on busses as described in the Agreement and including a log in/landing page and customer service.
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 for e.g. IMEI number and location data which may be recorded when accessing the on-board public wifi network.
Legal basis of Processing	<ul style="list-style-type: none"> <li>• Performance of contract</li> <li>• Legitimate interest of controller</li> </ul>
Third Parties who may process data	
Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)	The Operator is the sole Controller of all Wifi related Personal Data. In the event Wifi related Personal Data is shared with the Authority, both parties will become Separate Controllers of that Personal Data.

**33.4 Websites**

The subject matter and duration of the Processing	Provision of websites as described in 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
Legal basis of Processing	<ul style="list-style-type: none"> <li>• Legitimate interests of controller</li> </ul>
Third Parties who may process data	
Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)	<p>The Operator is the Controller for all Personal Data gathered through their website. In respect of the following Personal Data gathered through their website:</p> <ul style="list-style-type: none"> <li>• Customer Service Personal Data (refer to Customer Service section)</li> <li>• Standard Fares Personal Data (refer to Standard Fares section)</li> </ul> <p>and which is shared with the Authority, both parties will become Separate Controllers of that Personal Data.</p>

**33.5 Surveys, attendance at stakeholder meetings and public relations**

The subject matter and duration of the Processing	As described in the Agreement and records to be retained for 2 years
The nature and purpose of the Processing	Public relations purposes including accessibility panels and reporting for service provision.
The type of Personal Data being Processed	Name, contact details, nature and details of contact , reporting and analysis
Legal basis of Processing	<ul style="list-style-type: none"> <li>• Legitimate Interests of Controller</li> </ul>
Third Parties who may process data	
Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)	<p>The Operator is the sole Controller for any Personal Data gathered pursuant to partaking in surveys and attendance at stakeholder meetings.</p> <p>In the event the Operator conducts surveys on the Authority's behalf, the Authority is the Controller and the Operator is the Processor.</p>

**33.6 Incidents, accidents, insurance damage claims, personal injury claims and antisocial behaviour**

The subject matter and duration of the Processing	As described in the Agreement for the duration of the Agreement and retention periods of 2 years from incident (and 21 years for accidents involving minors)
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 , legal proceedings, compensation , representatives
Legal basis of Processing	<ul style="list-style-type: none"> <li>• Legitimate interests of controller</li> <li>• Legal obligation</li> </ul>
Third Parties who may process data	An Garda Síochána, Dublin Fire Brigade the Fire Brigades and Fire Services of Kildare, Wicklow and Meath local authorities, and the Relevant Authorities where necessary.
Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)	The Operator is the sole Controller of all Personal Data gathered in these circumstances. In the event any related Personal Data is supplied to the Authority, both parties will become Separate Controllers of that Personal Data.

**33.7 Network data that constitutes personal data**

The subject matter and duration of the Processing	As described in the Agreement
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 passing using buses, technical and organisational measures to ensure the provision and security of the service , analysis and monitoring for provision of services and remuneration under contract
Legal basis of Processing	<ul style="list-style-type: none"> <li>• Performance of contract</li> <li>• Legitimate interests of controller</li> </ul>
Third Parties who may process data	
Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)	The Authority is the Controller and the Operator is the Processor.

**33.8 Standard Fares**

The subject matter and duration of the Processing	As described in the contract and records retained 18 months
The nature and purpose of the Processing	Enforce byelaws, issue and recover standard fares, produce evidence packs for the Authority prosecutions and develop strategy
The type of Personal Data being Processed	Payments (Cheque/online), standard fare notice – name and contact details, parent. Guardian age signature, id shown, location/bus/date time, and reason, debt recovery and correspondence and analysis for strategy and remuneration.
Legal basis of Processing	<ul style="list-style-type: none"> <li>• Legitimate interests of controller</li> </ul>
Third Parties who may process data	Third party solicitors where proceedings are contemplated by the Authority
Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)	The Authority is the Controller and the Operator is the Processor.



**33.9 Operator Employee Data**

The subject matter and duration of the Processing	Employee data for all Operator staff
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	
Legal basis of Processing	<ul style="list-style-type: none"> <li>• Performance of contract</li> <li>• Legitimate interests of controller</li> <li>• Legal obligation</li> </ul>
Third Parties who may process data	
Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)	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 section 47 of the contract; for the purposes of the Authority exercising its regulatory and supervisory functions as set out in statute, both parties will become Separate Controllers of that Personal Data.

## **Schedule 34: Tender Proposals**

15.