

**An tÚdarás Náisiúnta Iompair – The National Transport Authority**

**and**

**City Direct Bus Limited**

## **DIRECT AWARD PUBLIC SERVICE CONTRACT**

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

## **Schedules**

**25th October 2024**

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## **Schedule 1: Network Description**

**1.1 General Description of the Network**

- 1.1.1 The Network consists of the Routes listed in Annex A2 to Schedule 2 (Service Specification).
- 1.1.2 The Services to be provided are the services contemplated by this Agreement on the Routes, namely:
  - (a) Three urban services in Galway City.
- 1.1.3 The Route Stops and operating times for the Services are set out in Annex B to Schedule 2.
- 1.1.4 The specification for Network Buses is set out in Schedule 3 (Network Bus Specification).
- 1.1.5 The Operator is responsible for seeking formal approval of the relevant local authority or landowner for the use of any new Stop to be used by any Service in advance of the use of that Stop. The Authority will provide all reasonable assistance required by the Operator in obtaining and maintaining approval of the relevant local authority.
- 1.1.6 The Routes shall be served by the Bus types as specified in Schedule 3 (Network Bus Specification).



## **Schedule 2: Service Specification**

**2.1 Routes and Stops**

- 2.1.1 The Routes and Stops are set out in Annex C to this Schedule 2

**2.2 Hours of Service and Departure Times**

- 2.2.1 The hours of service and Departure Times for each service are included in Annex B to this Schedule 2

**2.3 Timetable**

- 2.3.1 The Operator shall operate the Timetable set out in Annex B to this Schedule 2.

**2.4 Scheduled Service Kilometres**

- 2.4.1 The Scheduled Service Kilometres and inter Stop distances for the Routes are set out in Annex C to this Schedule 2.

**2.5 Timing Points**

- 2.5.1 The Originating Stop and the final stop for each Trip on the Routes as set out in the Timetable shall be the designated Timing Points, for the purposes of assessing Punctuality Performance as set out in Schedule 19 (Performance Payments and Deductions). The Authority may revise this during the Contract Period, at which time the Authority will issue a revised set of Timing Points for that Route 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) Service frequencies
- (d) Hours of operation
- (e) Departure Times

- 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 20 Business Days in advance of implementation or such lesser period as agreed between the Parties. Where the change requires a Timetable alteration, it shall be accompanied by a timetable alteration request as set out in Annex E1 to this Schedule 2 (a “**Timetable Alteration Request Form**”) and, where the change constitutes a Variation, shall be accompanied by an Operator Variation Notice. The Operator shall provide the following information in its submission for any proposed Stop changes:

- (a) Existing location and/or proposed location;
  - (b) Existing bus services stopping (and/or services proposed to stop) at Stop
- 2.6.4 The Operator may propose temporary changes, removals or additions to Stop 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. Operator requirements in this regard are set out in paragraph 5.5 of Schedule 5 (Operations Management).
- 2.6.5 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 the Planned Schedule Data incorporating the new Timetable, in the specified format at least 15 Business Days (or, in exceptional circumstances with the approval of the Authority, such lesser period as may be specified by the Authority) in advance of Timetable implementation.
- 2.6.6 It is the responsibility of the Operator to gain approval for stopping at Stops from the relevant road authority (in this case Galway City Council), in accordance with Section 16 of the Road Traffic Act 2001 in advance of operation of services serving the Stops.

### **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.

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) Ticketing Equipment that will allow the Operator to comply with Schedule 8 (Ticketing and Fares Collection).

**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. The mechanism for Variations is set out in Schedule 23 (Variations).

**3.3 Operation of Network Buses**

3.3.1 The Operator shall operate the Services using the Network Buses and associated equipment in accordance with the Agreement, as specified in Annex A 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).

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

Bus Type	Model	Registration No.	Routes
ADL	Enviro 400	09 G 19633	All routes
ADL	Enviro 400	09 G 20227	All routes
ADL	Enviro 400	12 G 8787	All routes
ADL	Enviro 400	12 G 8788	All routes
ADL	Enviro 400	12 G 7463	All routes
ADL	Enviro 400	12 G 7464	All routes
ADL	Enviro 400	11 G 9065	All routes
ADL	Enviro 400	LJ59 LYD	All routes
ADL	Enviro 400	LJ59 LYZ	All routes
ADL	Enviro 200	10 G 20278	All routes

**Annex B:** NOT USED**Annex C:** NOT USED

## **Schedule 4: Operating Plans**

**4.1 NOT USED**

**4.2 NOT USED**

**4.3 NOT USED**

**4.4 NOT USED**

**4.5 NOT USED**

**4.6 Revenue Protection Plan**

4.6.1 The Operator shall prepare a Revenue Protection Plan for Authority approval as set out in Schedule 10.

**4.7 NOT USED**

**4.8 NOT USED**

**4.9 NOT USED**

**4.10 Customer Care Plan**

4.10.1 The Operator shall prepare a Customer Care Plan for Authority approval as set out in Schedule 13

**4.11 NOT USED**

**4.12 NOT USED**

**4.13 NOT USED**

**4.14 Staff Training Plan**

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

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

4.14.3 The Operator shall prepare or maintain a Staff Training Plan that ensures Staff are trained in their duties and responsibilities with particular emphasis on customer service and accessibility awareness. The Staff Training Plan shall encompass competence assessments for all safety critical tasks, maintenance of records of current competence, provision of refresher training and re-assessment as required. The Operator shall not allow Staff who are not competent and (where appropriate) have not passed the relevant assessment to carry out such work unsupervised.



## **Schedule 5: Operations Management**

**5.1 General Requirements**

- 5.1.1 The Operator shall co-operate with An Garda Síochána, the fire brigades and fire services, the Local Authorities and Road Authorities that the Services operate in, and the Relevant Authorities where necessary.

**5.2 Utility Supplies**

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

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

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

**5.4 Traffic and Roads**

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

**5.5 Action during Services Interruptions**

- 5.5.1 In the event of a Services Interruption, the Operator shall take all reasonable and practicable steps to maintain Services either side of the affected section of the Network, including, where appropriate, local diversions of Services.
- 5.5.2 At least 15 Business Days in advance of a planned Services Interruption, or such lesser period as agreed between the Parties, the Operator shall seek the Authority's approval for any Variations and submit to the Authority for approval the Timetable or Route that the Operator intends to operate during the period of disruption.
- 5.5.3 Unless otherwise agreed with the Authority, the Operator shall give at least 10 Business Days' notice to passengers of changes to Services arising from a planned Services Interruption. The notice shall be provided at all Stops affected, unless otherwise agreed in advance with the Authority, and on the Operator's Website and Apps. In addition, notice shall

be provided via Twitter (X) alerts and on-board announcements as required (see Schedule 14). Unless otherwise agreed by the Authority, the Operator shall provide text of the planned notification to the Authority at least two Business Days in advance of issue of notice to passengers.

- 5.5.4 The Operator shall use all reasonable endeavours to give notice to passengers in the event of unplanned Services Interruptions, including website and Twitter (X) alerts, on-board announcements (see Schedule 14) and (where feasible in the case of unplanned Services Interruptions lasting longer than five hours) at key Stops affected.
- 5.5.5 In the event that the period of unplanned Services Interruption is likely to exceed two weeks, the Operator shall provide the Authority with a revised Timetable to cover the Period of Services Interruption, and it shall publicise the revised Timetable available to customers, including on the Operator Website.
- 5.5.6 The Operator shall use all reasonable endeavours to mitigate any loss of Fares Revenue arising as a consequence of any Services Interruption.

## **5.6 Public Events**

- 5.6.1 The Operator shall maintain a schedule of upcoming major public events relevant to the Network, of which the Operator is aware. These may include but are not limited to marches, parades, running events, demonstrations, sporting events and outdoor public gatherings, concerts and festivals or other events.
- 5.6.2 The Authority may request the Operator to provide the Operator's reasonable assessment in respect of the likely impact of a public event on the Operator's performance of the Services, and the Authority may require the Operator to submit proposals in relation to additional services associated with the public event for Authority Approval in accordance with Schedule 23 (Variations).
- 5.6.3 The Operator shall use reasonable endeavours to mitigate any loss of Fares Revenue arising as a consequence of any public event.
- 5.6.4 Except in respect of additional services Approved in accordance with Schedule 23 (Variations), the Operator shall not be entitled to any additional payment under the Agreement in relation to a public event.

## **5.7 Third Party Liaison**

- 5.7.1 The Operator shall manage liaison with:
  - (a) emergency services;
  - (b) the Road Safety Authority
  - (c) Transport Infrastructure Ireland or local authorities;
  - (d) other bodies as may be necessaryin relation to the Services to maximise co-operation and hence Network performance and safety.
- 5.7.2 The Operator shall liaise and co-operate with any Relevant Authority as may reasonably be required from time to time.

- 5.7.3 The Operator shall liaise with and participate in meetings of community groups, business interest groups, policing forums and other public gatherings from time to time on matters relating to the Network.

## **Schedule 6: Safety Management**

## **6.1 General Safety Requirements**

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

## **6.2 Safety Planning**

- 6.2.1 The Operator shall participate in any safety and emergency planning meetings relating to the Services, together with relevant third parties, as requested by the Authority, TII, local authorities or emergency services.

## **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.

## **6.4 Legal Requirements**

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

## **6.5 Construction Regulations**

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

**6.6 Response to Emergencies**

- 6.6.1 The Operator shall react safely and quickly to emergencies in all aspects of the operation of the Network and maintenance of the Network Assets.
- 6.6.2 The Operator shall co-operate with An Garda Síochána, relevant fire brigades and fire services and the Relevant Authorities wherever necessary.
- 6.6.3 The Operator shall ensure that all relevant Staff are given clear instructions on managing emergencies, including training to deliver public address announcements in a way that avoids causing alarm and that instils confidence in passengers that the matter is under control.

**6.7 Reporting of Incidents**

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

## **Schedule 7: Environmental Management**



**7.1 Environmental Management**

7.1.1 The Operator shall control all environmental impacts and risks related to this Agreement.

**7.2 Responsibility for environmental management**

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

- a) take overall responsibility for environmental issues pertaining to the Agreement;
- b) liaise with the Authority on matters pertaining to the environment;
- c) attend environmental audits;
- d) co-ordinate and/or carry out environmental monitoring, inspections or reports; and
- e) communicate environmental requirements to all relevant Staff.

**7.3 Environmental complaints**

7.3.1 Key environmental complaints shall be reported to the Authority in the Quarterly Operations and Performance Report.

**7.4 Environmental incidents**

7.4.1 An environmental incident may include, but is not limited to, the following:

- a) spillage of hazardous materials (as defined by the Waste Management Acts 1996 to 2011);
- b) any spillage which cannot be rapidly contained and controlled, for example oil spills;
- c) inappropriate disposal of waste (as defined in the Waste Management Acts 1996 to 2011).

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

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

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

## **7.5 Noise and Vibration**

- 7.5.1 The Operator shall at all times minimise noise and vibration related to the Network and Network Assets (including at depots) and apply best practice noise and vibration management measures.
- 7.5.2 The Operator shall ensure that timely monitoring is carried out at locations where complaints pertaining to noise and/or vibration related to this Agreement have arisen. The Operator shall undertake any additional noise and vibration monitoring as reasonably required by the Authority.

## **7.6 Water Pollution**

- 7.6.1 The Operator shall ensure that the provision of the Services does not adversely impact on water quality.
- 7.6.2 The Operator shall ensure that water supply and drainage and effluent discharge arrangements, including disposal of surface water, comply with the requirements of the relevant local authority and any other legal requirement.
- 7.6.3 Any sampling, analyses, measurements, examinations, maintenance and calibrations as required shall be undertaken by trained and competent staff. All analyses shall be undertaken by an accredited laboratory.

## **7.7 Waste disposal**

- 7.7.1 The Operator shall take whatever measures it deems necessary to comply with legal requirements whilst taking all practicable and commercially viable approaches to minimising waste, including in its management of Sub-Contractors.
- 7.7.2 The Operator shall discourage fly tipping at depots or other facilities used by the Operator in connection with the provision of Services.

## **7.8 Sustainability and energy**

- 7.8.1 The Operator shall aim to keep energy consumption to a minimum.

## **7.9 Operator's Environmental Liabilities**

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

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

## **8.1 Ticketing Arrangements**

- 8.1.1 The Operator shall procure tickets, make available, charge for and accept tickets of such types, design, fare zone or fare stage validity, time period validity and service validity (including joint tickets with other public transport operators) and fare levels and subject to operational arrangements as set out in this Schedule 8.
- 8.1.2 The Operator shall only charge the fares permitted by this Agreement, namely:
- (a) in accordance with the fares set out in Annex A to this Schedule 8; or
  - (b) if different to (a), in accordance with any fares determination made by the Authority at the commencement of this Agreement or subsequently made and issued by the Authority; or
  - (c) if different to (a) or (b), as may be advised from time to time by the Authority,
- in the case of (b) or (c), as may be implemented through the variation process as outlined in Schedule 23 (Variations).
- 8.1.3 The Operator shall accept the items set out in Annex B to this Schedule 8 as valid means of payment or right to travel.
- 8.1.4 The Operator shall seek and obtain approval from the Authority in advance of implementation of any changes to ticketing arrangements or tickets that the Operator accepts for travel in connection with the provision of the Services. The Authority may refuse approval or require amendments to the proposed changes, and it may require changes to recording or reporting or revenue apportionment requirements associated with any proposed changes
- 8.1.5 The Operator shall issue paper tickets (i.e. receipts serving as proof of payment for travel) for all non-Leap and free travel fares paid.

## **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.

## **8.3 Cash Fare Payments**

- 8.3.1 The Operator shall ensure that drivers charge the correct fare required by this Agreement for each journey where the destination is stated by the customer.
- 8.3.2 The Operator shall ensure that only drivers accept cash fare payments and issue the appropriate ticket or receipt for any cash received.
- 8.3.3 Drivers shall accept payment of cash fares from passengers in Euro currency coins and notes only, taking reasonable steps to ensure they do not accept counterfeit cash.

## **8.4 Leap Card Transactions**

- 8.4.1 For Routes where the Operator accepts Leap Cards, the Operator shall inform relevant staff of the arrangements set out in 8.4.2 to 8.4.6 below.

- 8.4.2 A Leap Card travel credit facility is available on certain Leap card types. Customers can present a Leap Card to the driver ticket machine, 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.
- 8.4.3 The Operator shall ensure that its staff are aware of and facilitate the following:
- (a) certain Leap Card types do not have the travel credit facility (for example, Leap Visitor pass and Leap Family pass) and instead contain ticket products that can be validated at the driver ticket machine. In such cases the travel credit facility may be reported as being blocked but may still contain a valid ticket product and the driver shall validate such products rather than attempting to deduct a fare from the travel credit balance;
  - (b) Leap Cards that have the travel credit facility contain a deposit that can be used to pay for a fare, even if that fare exceeds the available travel credit on the Leap Card, provided that the Leap Card has a minimum positive balance of €0.01 and provided that the fare payable does not exceed €5.00;
  - (c) customers may present a Leap Card and use the travel credit on a single card to pay for multiple additional passengers; if so, requested the driver shall charge the additional fares from the travel credit and shall issue paper receipts in respect of each additional passenger;
  - (d) customers may present a Leap Card that contains both a valid pre-loaded ticket product and travel credit and may request that either be used for travel; if so, requested the driver shall select the requested means of payment and shall perform the appropriate action;
  - (e) customers may present a Leap Card that contains both an invalid (e.g. expired) as well as a valid pre-loaded ticket product. If necessary, the driver shall select or ensure that the valid ticket product is used; and
  - (f) customers may present a personalised Leap Card with a pre-loaded period pass to the driver ticket machine.
- 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 using another means, except in the circumstances set out in paragraph 8.7 of this schedule 8.
- 8.4.5 Leap Cards may have travel credit value or ticket products added to them on board the bus.
- 8.4.6 Customers with any complaints or having difficulties with their Leap Cards shall be advised to contact the Leap Card call centre, the telephone number of which is on the back of all Leap Cards.

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

- 8.5.1 In the event that the on-board Ticketing Equipment becomes inoperable, the Operator may operate that Trip, and one subsequent Trip if this is required to reach a depot or other location where the Ticketing Equipment can be repaired or replaced. 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 Processes and procedures for Protection of Fares Revenue**

8.6.1 The Operator shall include in its Revenue Protection Plan, as referred to in Schedule 10 (Revenue Protection), the processes and procedures it will adopt (including, without limitation, records it will keep for the purposes of Authority audit) in connection with the following situations:

- (a) arrangements for fares payment when Ticketing Equipment is inoperable;
- (b) tickets issued in error (or **TIE**);
- (c) ticket underpayment found by the driver or Operator's Revenue Protection Officers;
- (d) handling of discrepancies between ticket transactions and revenue;
- (e) adjustments for ticket annulments;
- (f) any other adjustments to Ticketing Equipment data and reasons; and
- (g) secure handling of cash fare revenues.

## **8.7 Passenger cannot pay**

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

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

8.8.1 Where a pass (including a Leap Card or a PSC Pass) has been presented for travel which clearly belongs to someone else, or where a PSC Pass is flagged by the Ticketing Equipment as invalid due to being "hotlisted", the driver shall retain the invalid pass. The customer is then required to pay for their travel by some other means. An invalid PSC Pass is to be returned by the Operator to the Department of Social Protection within 5 Business Days of retention with a written description of the circumstances.

8.8.2 Where a PSC Pass is faulty and fails to read on the ticket machine, the customer should be advised to return the PSC Pass to Department of Social Protection for replacement but shall be permitted to travel on that occasion.

8.8.3 The driver / Revenue Protection Officer (or "**RPO**") shall submit to the Operator any withdrawn pass at the end of his/her duty with details of the circumstances of the withdrawal.

8.8.4 The Operator shall submit all withdrawn Leap Cards to the Authority within 5 Business Days of withdrawal with a written description of the circumstances.

## **8.9 Re-issued Tickets**

8.9.1 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.

## **8.10 Concessionary Scheme**

- 8.10.1 The Operator shall facilitate the Department of Social Protection free travel scheme on the Routes listed in Schedule 2 and shall record the use of the PSC Passes for free travel issued by the Department of Social Protection as a ticket transaction. The ticket transaction shall record the Stop at which each passenger using a PSC Pass boards a Network Bus.
- 8.10.2 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.
- 8.10.3 The Operator shall cooperate in any survey of passengers undertaken by the Authority, Department of Social Protection or any other body with responsibility for travel concession schemes, in relation to the use of a travel concession scheme.

## **8.11 Ticket transaction data and reporting**

- 8.11.1 The Operator shall maintain full records of ticketing data, including all transactions and revenue data relating to the Services, and shall make this data available for inspection upon Authority request.
- 8.11.2 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.
- 8.11.3 Upon Authority request, the Operator shall provide ticket transaction and revenue reports to the Authority, summarising the ticketing, transaction and revenue data referred to in paragraph 8.11.1 above, in a format specified by the Authority, for each day of a week within 2 Business Days after the Sunday of that week.
- 8.11.4 Where full electronic data is not available for the production of the reports listed in paragraphs 8.11.3 above, the Operator shall use 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.
- 8.11.5 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.

## **8.12 Handling of discrepancies**

- 8.12.1 The Operator shall notify the Authority when it becomes aware of a discrepancy in the reconciliation of the ticketing transaction data against the revenue collected.
- 8.12.2 The Operator shall provide all reasonable assistance to the Authority in the investigation of any discrepancies whether discovered by the Authority or otherwise and provide such reports or information as may be required by the Authority.
- 8.12.3 Where applicable, or as requested by the Authority, the Operator shall implement remedial action to prevent reoccurrence of the issues leading to any discrepancies.
- 8.12.4 The Operator shall be responsible for any discrepancies or errors which result in a loss of Fares Revenue including errors in Leap Card or cashless 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.

- 8.12.5 In any report requested by the Authority, the Operator shall include an analysis of any discrepancies between the data produced by the Ticketing Equipment and systems and the actual amount collected and lodged to its bank account.

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

- 8.13.1 The Operator shall provide the Period Passenger, Ticketing and Revenue 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

### **8.14 Revenue Handling**

- 8.14.1 The Operator shall be fully responsible for all Fares Revenue in their care and shall provide all necessary measures in accordance with good industry practice to safeguard the Fares Revenue.
- 8.14.2 The Operator shall ensure that all revenue recorded in accordance with this Schedule 8 is net of any adjustments calculated consequent on paragraph 8.16 of this Schedule and the Operator shall provide such information as the Authority may reasonably require in support of such adjustments.
- 8.14.3 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.
- 8.14.4 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.

### **8.15 Calculation of Fares Revenue**

- 8.15.1 The Fares Revenue shall be:

- (a) All revenue collected by the Operator from passengers as payment for using the Services, including:
- i. revenue receipts identified from on board Ticketing Equipment
  - ii. revenue receipted for tickets sold at any other sales points or by any other Ticketing Equipment including ticket offices and ticket machines at bus stations;
  - iii. revenue from on-line postal or telephone ticket sales for the services;
  - iv. Leap Card revenue;
  - v. Tickets sold via the Authority owned apps, including Mobile ticketing;
  - vi. period tickets or other ticket products;
  - vii. revenue from through tickets used on the Services; or



- viii. in the absence of any of the data in (i) to (viii) above, 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 in respect of the issue of tickets;
  - (c) Plus any adjustments to the amount of revenue in respect of invalid or unsupported ticket annulments;
  - (d) Plus any fare overpayments.
- 8.15.2 All payment adjustments pursuant to paragraph 8.15.1 above shall be supported by such documentation including identification of the route, the day or days of operation to which the receipts refer, as the Authority may from time to time require.

#### **8.16 Misallocation of Fares Revenue**

- 8.16.1 If it is discovered, or the Authority has reasonable grounds to believe, that any Fares Revenue which should have been reported 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 reported or provided to the Authority pursuant to this Agreement, then:
- (a) the Authority may carry out an investigation in connection with the matter; and
  - (b) the Operator shall pay forthwith to the Authority all costs and expenses incurred by the Authority in investigating all such previous reports, returns and information as the Authority in its absolute discretion considers necessary to ensure all Fares Revenue attributable to the Services has been correctly reported to the Authority.
- 8.16.2 The Operator shall co-operate fully with any investigation carried out by the Authority pursuant to paragraph 8.16.1, and shall make available all necessary records, documents and information, including any relating to other bus services operated by the Operator.
- 8.16.3 For such period as the Authority is conducting any investigation pursuant to paragraph 8.16.1, and until any discrepancy is resolved to the satisfaction of the Authority, the Authority may withhold a proportion of the Period Payment for each Period equal to any sum calculated in accordance with paragraph 8.16.1. All such sums withheld shall be paid by the Authority to the Operator following payment of all sums due under paragraph 8.16.1.
- 8.16.4 If, as a result of any investigation under paragraph 8.16.1, it is discovered that the Operator has:
- (a) attributed any sums which were not properly attributable to the Services, and/or
  - (b) not attributed any sums that would be attributable to the Services
- then the Operator shall be required to submit a revised Passenger, Ticketing and Revenue Report for each relevant Reporting Period.

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

- 8.17.1 The Authority, its employees, agents and contractors shall have the right to audit ticket transaction and revenue data. The Operator shall on demand provide the Authority and the

Authority's 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 any Operator properties and Network Assets; and
- (c) reasonable access to Staff.

8.17.2 The Operator shall ensure that all financial records are maintained in accordance with generally accepted accountancy principles, practices and policies in Ireland and all Legal Requirements, including in connection with Regulation 1370.

8.17.3 The Operator shall maintain systems which accurately record and control the Operator's handling of Fares Revenue, Ticketing Equipment and any other equipment or items that may be provided by the Authority or its agents or contractors to the Operator for the provision of the Services including:

- (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 revenue 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 by the Ticketing Equipment);
- (e) the Operator's procedure for ensuring that all Fares Revenue collected in relation to the Services is allocated to the Services; 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.

8.17.4 The Operator shall provide to the Authority as required details (including full documentation) of the systems adopted in accordance with the requirements of paragraphs 8.17.2 and 8.17.3 above and any other data security procedures adopted by the Operator to maintain accurate and reliable records of sales information. The Authority, employees or its agents and contractors shall have the right to audit all such systems.

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

8.17.6 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 to whom the waybill is issued, 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.

8.17.7 The Authority or its agents shall have a right of access, on giving reasonable notice, to the Operator's premises in order to exercise the rights of audit set out in paragraph 8.17.1 to

8.17.6 above, and in order to inspect Fares Revenue receipt information, Ticketing Equipment and systems, and any other accounting records or supporting information kept by the Operator relating to the provision of the Services.

8.17.8 The Authority's employees, agents and contractors shall have the right to take copies of such records and information referred to in paragraph 8.17.1 to 8.17.7 above as are necessary in connection with any audit carried out pursuant to paragraph 8.17.1 to 8.17.7 above. The Operator shall allow copies to be taken on its reprographic equipment at no cost to the Authority.

8.17.9 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.

8.17.10 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.

8.17.11 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.

8.17.12 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 and any action consequent on it

**Annex A: Fares for the Services**

<b>City Direct Galway City Services - Leap Fares</b>				
<b>Passenger type</b>	<b>Fare stage/route</b>	<b>2024 Leap fare</b>		
		<b>Single</b>	<b>Weekly</b>	<b>Monthly</b>
Adult	Standard	€1.35	€16.80	€60.00
Child	Standard	€0.65	€7.80	€29.00
Young Adult	Standard	€0.65	NA	NA
Student	Standard	NA	NA	€42.00

Refer to  
most recent  
applicable  
Fare

<b>City Direct Galway City Services - Cash Fares</b>			
<b>Passenger type</b>	<b>Fare stage/route</b>	<b>Fare / product type</b>	<b>2024 Cash fare</b>
Adult	Standard	Cash Single	€1.90
Child	Standard	Cash Single	€0.90

Determination at

[National Transport Authority Fares Determination Jan 2024](#)

**Annex C: Revenue apportionment arrangements for tickets used for the Services and on other services**

**NOT USED**

**Schedule 9: (NOT USED)**

## **Schedule 10: Revenue Protection**

**10.1 Not Used**

10.1.1 Not Used

**10.2 Revenue Protection Plan**

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

- (a) Analyses of revenue protection/fare evasion risks on the Network and mitigation measures;
- (b) Strategy for deployment of RPO's and the number of tickets checked per passenger journey expressed as a percentage; and
- (c) proposals for making customers aware of revenue protection measures in place for not having a valid ticket.

10.2.2 The Revenue Protection Plan shall also cover the items set out in paragraph 8.6 of Schedule 8 (Ticketing and Fares Collection)

10.2.3 The Operator shall submit the draft Revenue Protection Plan to the Authority within 15 Business Days of the Commencement Date. The Authority may approve, or require amendments to, the draft Revenue Protection Plan. Where the Authority requires amendments, the Operator shall revise and submit a revised draft Revenue Protection Plan for Authority approval. Upon the Authority's approval, the revised Revenue Protection Plan becomes the Revenue Protection Plan.

10.2.4 Following Authority approval of the Revenue Protection Plan, the Operator shall ensure that all relevant staff receive suitable training on the measures, processes and procedures set out in the Plan and that the Plan is adhered to by all relevant Staff at all times.

**10.3 Not Used**

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



## **11.1 Network Assets**

11.1.1 The Operator shall provide or arrange for the provision of all Network Assets as are necessary or desirable for the provision of the Services in accordance with, and to satisfy the requirements of, this Agreement, including:

- (a) Operator properties;
- (b) Network Buses; and
- (c) systems and equipment.

11.1.2 The Operator shall:

- (a) protect, preserve, operate and maintain the Network Assets;
- (b) take such steps as may be necessary for the safekeeping of 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.

## **11.2 Particular Requirements in relation to the Operator Sites**

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

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

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

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

- (a) Without prejudice to Schedule 19, the Operator shall minimise the effect of any defect or damage to the Network Assets on its provision of the Services including where appropriate rectify or procure the rectification of the defect or damage to the Network Assets as soon as is reasonably practicable;
- (b) if the defect or damage to the Network Asset is either not capable of rectification or it is uneconomic to rectify such defect or damage, the Operator shall replace or procure the replacement of the Network Asset which is the subject of the defect or damage with an asset of similar (or better) age and condition as the Network Asset being replaced with all due speed,
- (c) subject to paragraph 11.3.2(d), restore the Services to a state where they can be operated in accordance with Agreement as soon as reasonably practicable;

- (d) without prejudice to its obligations to comply with the Performance Standards and unless otherwise agreed with the Authority, to the extent that the rectification or replacement or the procurement of the rectification or replacement of a Network Asset will affect the ability of the Operator to perform the Services or a portion thereof for a period longer than 2 days, the Operator shall procure a temporary replacement of the affected Network Asset in order to restore the Services, until such time as the replacement or rectification of the Network Asset is completed; and

11.3.3 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.

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

#### **11.4 Routine Maintenance Activities**

11.4.1 The Operator shall undertake or procure to have undertaken routine maintenance activities which shall include but not be limited to the implementation of the following activities:

- (a) the implementation of a regular and frequent inspection and monitoring regime of the Network Buses to comply at a minimum with Legal Requirements;
- (a) planned cleaning regime of the Network Buses, which shall be at such frequency and intensity to keep in as far as reasonably practicable each Network Bus clean, free from rubbish, stains and graffiti and in good appearance at all times. In addition, the following additional cleaning measures shall be put in place in order to mitigate against the potential spread of Coronavirus (Covid-19):
  - i. One mid-service disinfection of all frequently touched hard surface on a bus, including but not limited to handrails, passenger bell-push buttons, seat grab rails, ticket machines, card readers, coin vaults etc.
  - ii. Overnight wider internal disinfection of the Network Buses
- (b) planned regime of regular inspection servicing and maintenance of the Network Buses;

#### **11.5 Corrective Maintenance Activities**

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

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

**11.6 Timing of Maintenance Activities**

- 11.6.1 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.

**11.7 Ticketing Equipment Data**

- 11.7.1 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) and Schedule 18 (Records and Reporting Requirements).

**11.8 Not Used**

**11.9 Particular Requirements in relation to CCTV Equipment**

- 11.9.1 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.

**11.10 Network Asset Reporting**

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

**11.11 Accessibility Requirements**

- 11.11.1 The wheelchair access shall be checked on a daily basis before each Network Bus enters service. Where such access is found to be inoperable during this check, the Network Bus shall be withdrawn from service and shall not re-enter service until it has been repaired.
- 11.11.2 The Operator shall switch off on-board visual announcements where these are not working correctly.

**Annex A:** NOT USED

**Annex B:** NOT USED

**Annex C:** NOT USED

**Annex D:** NOT USED

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

## **12.1 Operator security obligations**

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

12.1.2 The Operator shall be responsible for

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

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

## **12.2 Vandalism**

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

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

## **12.3 Security Training**

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

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

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

## **Schedule 13: Customer Care**

### 13.1 Customer Care Plan

- 13.1.1 The Operator shall prepare and keep updated a Customer Care Plan. The Operator shall submit the draft Customer Care Plan to the Authority within 15 Business Days of the Commencement Date. The Authority may approve or require amendments to the draft Plan. Where the Authority requires amendments, the Operator shall revise and submit a revised draft Customer Care Plan for Authority approval.
- 13.1.2 Following Authority approval of the Customer Care Plan, the Operator shall ensure that all relevant staff receive suitable training on the measures, processes and procedures set out in the Plan and that the Plan is adhered to by all relevant Staff at all times.
- 13.1.3 The Customer Care Plan shall set out the Operator's commitments to passengers using the Network and shall incorporate the relevant performance requirements set out in this Agreement, and in particular the performance targets set out in Schedule 19.
- 13.1.4 The Customer Care Plan shall include but not be limited to
- (a) the Operator's commitments to the passenger;
  - (b) providing a quality bus service;
  - (c) providing an accessible bus service;
  - (d) treating customers equally and accommodating diversity;
  - (e) safety and security of customers;
  - (f) lost property arrangements;
  - (g) informing passengers;
  - (h) paying for the journey;
  - (i) comments and complaints; and
  - (j) contact information.
- 13.1.5 The Operator shall incorporate a summary of passenger rights under EC Regulation 181/2011 in the Customer Care Plan and shall set out the procedure for making passenger complaints in relation to passenger rights, including contact details, Operator response times and the process for appeals to the Authority, including contact details, in case of dissatisfaction with the Operator's response.
- 13.1.6 The Operator shall state in the Customer Care Plan 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).
- 13.1.7 The Operator shall ensure that the Customer Care Plan is displayed and available for download on the Operator Website, with notices on-board vehicles informing passengers of how they can access the Customer Care Plan, as specified by the Authority. The Operator shall also make available paper copies of the Customer Care Plan to passengers upon request.



13.1.8 The Operator shall comply with its commitments in the Customer Care Plan throughout the Contract Period.

**13.2 Accessibility for customers with disabilities or special needs, or with reduced mobility**

13.2.1 The Operator shall set out in an accessible format, including on the Operator's Website, complying with WCAG 2.1 level AA, its policy regarding accessibility for customers with reduced mobility or who have a particular difficulty when using the Network, including elderly customers, customers with disabilities or special needs, pregnant women, young children and people accompanying them and customers with heavy or cumbersome baggage. It shall also set out in an accessible format the different types of accessibility assistance offered by the Operator to customers, and how and where to avail of this assistance.

13.2.2 The Operator shall ensure that all staff receive disability awareness training that identifies the needs of customers with disabilities or special needs as set out in paragraph 13.9 below.

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

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

**13.3 Operator Customer Service**

13.3.1 The Operator shall handle Twitter, on-line, email, telephone and letter communications from customers and other stakeholders. The Customer Service telephone line and Twitter account shall be open for customer contact during the hours stated in the Operator's Customer Care Plan and at specific times when required by the Authority or agreed by the Parties to support special events or in case of serious service disruptions to facilitate customer needs.

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

13.3.3 The Operator shall provide sufficient staff to respond to customer queries, comments and complaints during the hours referred to in paragraph 13.3.1. Staff shall deal with customer communications via telephone, email, Twitter tweets or direct messages, and correspondence by letter.

13.3.4 The telephone number, email address, postal address and Twitter account name for customers who wish to contact the Operator shall be stated in the Customer Care Plan. The Operator 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;

- (b) provision of information on fares, tickets, through ticketing arrangements in relation to journeys requiring the use of Services included in this Agreement and one or more public transport services not included in this Agreement, means of purchase and payment for all ticket types which can be used on the Services, and location of ticket agents;
- (c) in the event of service disruptions, advising customers of any delay to service, the reason for the delay, the likely duration of the incident, and alternative travel options if applicable;
- (d) arranging assistance for customers with disabilities or special needs wishing to use the Services;
- (e) issuing customer ID cards for use with tickets where applicable;
- (f) dealing with ticket refunds;
- (g) handling public complaints;
- (h) dealing with lost property enquiries.

#### **13.4 Customer Queries**

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

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

- 13.5.1 The Operator shall ensure that all comments and complaints received from customers and members of the public regarding the Services are investigated and responded to, 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.
- 13.5.2 The Operator shall ensure that 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 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.
- 13.5.3 The Operator shall respond to customer complaints and comments relating to the Services received by the Authority and forwarded to the Operator for direct response to customer. The timelines referred to in paragraph 13.5.2 shall commence upon receipt by the Operator of the complaint or comment from the Authority.
- 13.5.4 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.

- 13.5.5 Customers and members of the public shall be advised, by means of a notice to that effect on all Network Buses, and on the Operator's Website, that they may submit comments or complaints on the Services to the Operator's customer email address or telephone number, through the Operator's social media channels where applicable, and via an on-line customer comment/complaint form if available on the Operator's Website, and contact addresses and numbers shall be included in that notice.
- 13.5.6 The Operator shall ensure that procedures for dealing with customer comments and complaints are communicated to all customer-facing staff, and that adequate training is provided to ensure comments are dealt with in a consistent manner by all customer-facing staff.
- 13.5.7 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 Customer comments and complaints database and reporting requirements**

- 13.6.1 The Operator shall retain records of all inbound and outbound customer communications related to comments or complaints.
- 13.6.2 The Operator shall provide on the request of the Authority any records relating to customer complaints or comments in relation to the Services.

### **13.7 Social Media**

- 13.7.1 The Operator shall ensure its social media policy
- (a) draws on current social media and customer contacts best practice;
  - (b) details content policy and guidelines;
  - (c) details monitoring and responding policy and guidelines;
  - (d) complies with the Authority's social media procedures; and
  - (e) complies with the relevant Data Protection laws.
- 13.7.2 The Operator is responsible for the management and monitoring of the Services Twitter (X) account, where applicable. The Operator shall use the Services Twitter account to notify followers in a timely manner of disruptions to Services including significant delays or cancellations, as well as upcoming events that may disrupt Services and, where it is necessary to provide additional information, provide a link in the tweet to the relevant location on the Operator's Website.

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

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

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

13.8.2 Where automatic next stop announcements are not available, bus drivers shall, upon request, inform passengers upon arrival at that passenger's destination Stop. Where a driver observes a passenger with a cane or guide dog, they shall ask the passenger for their destination Stop and provide such an announcement upon arrival at that Stop.

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

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

- (a) health and safety;
- (b) relevant Bye-laws;
- (c) Customer Care Plan;
- (d) Services information: bus frequencies, travel time between main Stops, time of first and last bus services, connections to onward bus and rail services, etc.;
- (e) Fare stages or zones, tickets, Leap Cards (if applicable);
- (f) conflict handling;
- (g) procedure for dealing with public complaints;
- (h) procedure for dealing with lost property;
- (i) disability and use of wheelchair ramps and lifts if present on a Network Bus; and
- (j) procedure for reporting incidents and accidents.

### **13.9 Disability Training Requirements**

13.9.1 JAM Card (being a "Just-A-Minute" card which is an industry wide card which allows people with a learning disability or a communication barrier to indicate easily and discreetly that they might need 'Just A Minute' when accessing public transport) awareness training shall be provided to relevant new recruits, with renewal training provided to existing customer-facing Staff.

13.9.2 Disability training for customer-facing Staff shall include:

- (a) How to make the public transport service accessible for all
- (b) How to support all passengers especially vulnerable ones or people with hidden disabilities

(c) To gain a detailed understanding on all types of disabilities including, but not limited to:-

- i. Mobility issues for all ages and for older people and people with walking frames
- ii. Wheelchair users
- iii. Dementia
- iv. Sight loss
- v. Hearing loss
- vi. Speech disorders
- vii. Mental health issues
- viii. Learning difficulties
- ix. Autism
- x. Brain injuries
- xi. Parkinson's

## **Schedule 14: Customer Information**

**14.1 General**

- 14.1.1 The Operator shall ensure that information relating to timetables, fares and services are readily available to passengers through information provided at stations (where relevant), in printed materials and on the Operator's website.
- 14.1.2 The Operator shall ensure accessible formats of information are available to customers on request including large print, easy to read, audio, Irish and braille.

**14.2 Websites**

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

**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 any customer information at Stops served by the Services.
- 14.4.2 With the exception of notices detailing Service Interruptions, as set out in section 5.5 of Schedule 5, 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.
- 14.5.2 The Operator shall ensure that the correct next stop information is displayed on any electronic passenger information display units that may be present in the interior of the Network Bus, in advance of arrival at the Stop, in accordance with the requirements of the Authority.
- 14.5.3 During an incident, event or roadworks causing significant delay or disruption to Services or during the post incident service restoration process the Operator shall ensure that PA or driver 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.
- 14.5.4 In all cases where a Service is required to divert off route due to an incident, event or roadworks, the Operator shall ensure that PA or driver 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.
- 14.5.5 Driver or PA announcements of Services Interruptions, disruptions or diversions should apologise for any delay or disruption caused to customers. The Operator shall ensure that

such announcements are repeated at regular intervals, and that any change in incident status is announced without delay.

**14.6 Support for Authority Journey Planner services**

14.6.1 Annex C to this Schedule 14 sets out Operator requirements in relation to provision of data for use by the Authority's National Journey Planner services.

14.6.2 Not used



**Annex A: NOT USED**

**Annex B: NOT USED**

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

**1. Operator Point of Contact**

1.1 The Operator shall nominate a suitably experienced and competent officer who will be responsible for liaising with the Authority in relation to the Operator's data obligations in support of the Authority's National Journey Planner.

1.2 The Operator shall provide an email address and direct phone numbers for each officer, including mobile number.

**2. Provision of Operator data**

2.1 At least 8 Business Days in advance of any change in a Timetable, except in the case of unplanned Services Interruptions, or otherwise agreed in advance with the Authority, the Operator shall provide the revised Timetable in electronic format to be agreed in advance with the Operator.

**Annex D Not Used**

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

## **15.1 Marketing**

- 15.1.1 Any marketing of the Services undertaken by the Operator shall be at the Operator's expense unless otherwise agreed with the Authority by way of a contract Variation.
- 15.1.2 At least 10 Business Days in advance of any proposal to undertake a marketing campaign for the Services the Operator shall provide details to the Authority of the content of its proposal for Authority approval. The Authority may approve, request amendments or not approve the marketing proposal, such approval not to be unreasonably withheld or delayed.

## **15.3 Authority Communications**

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

**Schedule 16: (NOT USED)**

**Schedule 17: Forecasted Yearly Fare Revenue and Maximum Yearly Payment**

## **17.1 Forecasted Yearly Fares Revenue**

17.1.1 The Authority shall determine the Forecasted Yearly Fare Revenue for each Contract Year based on:

- (a) the Authority's determination of the applicable fare structure for that Contract Year;
- (b) the Authority's assessment of the projected ridership and use of the Services during that part of the Contract Year which has elapsed prior to such determination;
- (c) any changes to be made to the Services during such Contract Year;

having regard to, among other things, the ridership and patronage during the current Contract Year, the year on year changes in such, any factors relevant to such changes, and any submission made by the Operator, within the timeframe specified by the Authority, being at least fifteen (15) Business Days to the determination by the Authority.

## **17.2 Submission Dates and Approval**

17.2.1 The Authority shall provide a draft of its determination of the Forecasted Yearly Fares Revenues to the Operator no later than the 30<sup>th</sup> September of each Contract Year (or in the event that the Contract Year is not a full calendar year, then the later of 30<sup>th</sup> September and three (3) Contract Months after the commencement of such Contract Year).

17.2.2 In assessing the ridership and patronage of the Services, as a minimum, the Authority shall take into account the ridership and patronage of the Services based on the information it has at that point for the Contract Year.

17.2.3 Upon the Authority making its initial determination of the Forecasted Yearly Fares Revenues:

- (a) the Authority shall notify the Operator of its initial determination;
- (b) the Operator shall review the initial determination together with such detail as may be provided in connection with the Forecasted Yearly Fares Revenues and provide comments back to the Authority within twenty (20) Business Days of its receipt of the notification referred to at (a);
- (c) the Authority shall review such comments and amend its determination of the Forecasted Yearly Fares Revenues, where it deems it appropriate; and
- (d) the Authority shall notify the Operator, within ten (10) Business Days of receipt of the comments in accordance with (b), of the determination of the Forecasted Yearly Fares Revenue for the Contract Year.

17.2.4 No later than the end of December of each Contract Year (or, in the case of any Contract Year that is not a full calendar year, no later than the later of December of the Contract Year or the expiry of two (2) calendar months from its notification of the initial determination in accordance with paragraph 17.2.1):

- (a) subject to (b) and (c), the Authority shall confirm the Maximum Yearly Payment for the following Contract Year, taking account of Indexation of the Total Operating Price for the following Contract Year as outlined in Schedule 20 (Contract Prices);

- (b) if an adjustment is required in relation to the profit realised in a Contract Year, then such adjustment shall be included in such months remaining in the Contract Year and the Maximum Yearly Payment for that Contract Year shall be so adjusted; and
- (c) the Authority may determine, at its absolute discretion, that part of such adjustment should be included in the calculation of the Maximum Yearly Payment for the following Contract Year.

17.2.5 If any amount remains outstanding in connection with any deduction or adjustment to be made to the Maximum Yearly Payment at the end of the Contract Period, then the Operator shall be liable to pay, and shall pay, on demand, such amount to the Authority.

### **17.3 Calculation of Maximum Yearly Payment**

17.3.1 The Maximum Yearly Payment for a Contract Year shall be the result of the following (as determined by the Authority):

- (a) Total Operating Price for that Contract Year, indexed in accordance with Part 2 (Indexation) of Schedule 20 (Contract Prices);

*plus*

- (b) the price for any approved Variations in accordance with Schedule 23 (Variations), indexed as appropriate in accordance with Part 2 (Indexation) of Schedule 20 (Contract Prices);

*less the aggregate of:*

- (c) Forecasted Yearly Fare Revenues for that Contract Year;
- (d) the amount of any forecast positive financial effect generated within the Network;
- (e) any adjustment required in relation to profit for the previous Contract Year or Contract Years being in excess of Reasonable Profit that the Authority may deem appropriate, using the methodology set out in Schedule 22 (Net Financial Effect Report); and
- (f) any other payment adjustments contemplated by this Agreement.

## **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; and
- (b) retention in paper format is not a Legal Requirement.

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

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

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

- a) records relating to incidents or accidents, the investigation thereof and correspondence with local authorities, the Gardaí, the Health and Safety Authority (HSA) and other third parties in relation thereto;
- b) records relating to any legal actions brought against the Operator in relation to the Network or Network Assets;
- c) records required by the operator's safety management system, quality management system or environmental management system;
- d) training records;
- e) Commercial Vehicle Roadworthiness (CVR) Test pass rates and statistics on failures;
- f) Required Insurance Policies;
- g) any records required to be kept pursuant to a Legal Requirement or the requirements of a Relevant Authority;
- h) 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 keep all records and documentation driven in the provision of Services between the Originating Stop and the Terminating Stop during the Operational Day for a minimum period of 12 months after such date. This documentation must be sufficient detail to support the information provided to the Authority in this Schedule, and may include some or all of the following:

- (a) duty or bus time cards;
- (b) log cards (duty or bus based) detailing lost kilometres;
- (c) supervisors log sheets
- (d) daily maintenance / engineering call out sheets;
- (e) staff allocation sheets;
- (f) daily incident books;
- (g) any other similar document by which the Operator can verify whether or not kilometres has been operated.

18.1.6 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 (Variations).

18.1.7 The Operator shall retain a record of all ticketing machine failures for a period of 12 months.

18.1.8 Subject to Data Protection Law, all records kept by the Operator shall be made available to the Authority within ten Business Days upon request, or other reasonable timescale where agreed with the Authority.

18.1.9 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 records and information 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.

18.1.10 Subject to Data Protection Law, the Operator shall, upon expiry of the Agreement, hand over to the Authority such records related to the Services, or related to allocation of revenue or costs to the Services as the Authority requests.

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

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

18.2.2 The Report shall include:

- a) a summary of passengers carried during the Reporting Period by Route;
- b) a summary of fares revenue collected during the Reporting Period, by Route;
- c) a summary of fare revenue protection activities undertaken during the Reporting Period;
- d) a summary of monies received from Department of Social Protection (DSP) in association with use of Free Travel Passes on the Services

- e) Any other data associated with ticketing and revenue collection relevant to the performance of the Agreement or other items required by the Authority from time to time.

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

### **18.3 Period Cost Report**

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

18.3.2 The Period Cost Report shall include the following:

- (a) Drivers
- (b) Fuel
- (c) Buses,

total and itemised by:

- Road Tax
- Licences
- Insurance
- Cleaning
- Maintenance
- Tyres
- Other (specify)

- (d) Subcontractor Bus Hire

- (e) Depot Overheads, total and itemised per depot by:

- Management Staff
- Administration Staff
- Facilities Staff
- Engineering Staff
- Cleaning
- Insurance
- Security
- Utilities

- Maintenance
  - Equipment
  - Other (specify)
- (f) Other overheads, total and itemised by:
- Management staff
  - Support staff
  - Back office and IT
  - Insurance
  - Claims
  - Building costs
- (g) Other costs (please specify)

18.3.3 The Period Cost Report shall include Periodic and year-to-date summaries and shall include a comparison against the Total Operating Price. The Report shall include supporting information which shall be submitted in electronic spreadsheet format in accordance with the reporting template contained in Annex B: "Period Cost Report Template" to this Schedule 18.

#### **18.4 Period Operations and Performance Report**

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

18.4.2 The Period Operations and Performance Report shall include for each Reporting Period:

- a) the number of kilometres lost per route;
- b) a list of services by route that did not operate in whole or in part, identifying in each case services that did not operate due to reasons outside the Operator's control and a description of those reasons;
- c) a list of services by route that departed the first stop over one minute early or over six minutes later than scheduled departure time;
- d) a list of services by route that arrived at the last stop over six minutes later than the scheduled arrival time;
- e) If required during the lifetime of the contract a list of services that departed any intermediate stop over one minute early or over six minutes later than scheduled departure time;
- 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 numbers of complaints received;
- h) where additional buses have been deployed due to capacity constraints, identified by route date and time;
- 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) Complaints received by the operator by category and by Route where applicable.

18.4.3 The Report shall be submitted in the electronic spreadsheet form, in accordance with the reporting template contained in Annex C: "Period Operations and Performance Report Template" to this Schedule 18.

### **18.5 Quarterly Operations and Performance Report**

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

- (a) Not used;
- (b) Not used;
- (c) Safety performance (including vehicle collision and passenger accidents)
- (d) any significant issues related to the maintenance of Network Assets, including buses and other equipment and infrastructure relating to the provision of Services
- (e) issues arising in relation to Network Assets that may affect provision of the Services.
- (f) Dealings with public liaison committees, public representatives and public interest groups;
- (g) The overall number of complaints and the complaint rate per 100,000 passengers;
- (h) Environmental complaints (including noise and vibration complaints) received and how they were resolved; and
- (i) Performance in relation to the Service Quality Performance Indicators set out in Schedule 19.

18.5.2 The Report shall be submitted by the Operator to the Authority in the electronic spreadsheet form, in accordance with the reporting template contained in Annex D: "Quarterly Operations and Performance Report Template" to this Schedule 18.

### **18.6 Performance Audit Report**

18.6.1 The Authority may at any time issue the Operator with a Performance Audit Report, setting out the results of Mystery Passenger surveys, inspections or other audits undertaken by or on behalf of the Authority in relation to the items reported in the Operator Reports set out in 18.4 and 18.5 above.

**18.7 Report corrections**

- 18.7.1 If the Authority has reason to believe that any element of the Operator Reports set out in 18.2 to 18.5 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.

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

## 19.1 Performance Payments and Deductions

19.1.1 The Authority shall be entitled to include as a deduction (a “Lost Kilometre Deduction”) in the calculation contemplated by Schedule 21 (Payment Mechanism) for each kilometre in a Trip:

(a) which is included in the Scheduled Service Kilometres for a Reporting Period; and

(b) which is not operated by the Operator in that Reporting Period

(each a “**Lost Service Kilometre**”) below the Minimum Operated Kilometres Standard (as defined in paragraph 19.2.2) , after adjusting for any Non-Deductible Lost Kilometres (as defined in paragraph 19.3.1), in accordance with the provisions set out in paragraphs 19.2 to 19.3 of this Schedule.

19.1.2 The Authority shall apply a Lost Kilometre Deduction for each trip or part trip in the approved Timetable in a Reporting Period, in accordance with paragraph 19.3 of this Schedule.

19.1.3 The Authority shall deduct an amount (the “Punctuality Performance Deduction”) in respect of each Reporting Period, equivalent to a maximum of 5% of the Maximum Period Payment, in cases of failure to meet the Punctuality Standard as set out in paragraph 19.5 of this Schedule.

19.1.4 The Operator shall report on certain service quality performance indicators each Quarter, as set out in paragraphs 19.7 to 19.19 of this Schedule in its Quarterly Operations and Performance Report. The Authority may undertake mystery passenger surveys of service quality performance, or other audits of operator performance against the performance indicators included in this Schedule 19.

19.1.5 The information contained in other Operator and Authority reports as set out in paragraphs 19.10 to 19.21 of this Schedule shall be used to calculate the Service Quality performance of the Operator in each Quarter in relation to each Service Quality Indicator set out in Table 19-2 below. In calculating the Service Quality performance, the Authority shall use methodologies set out for each Indicator in paragraphs 19.10 to 19.21 of this Schedule.

19.1.6 In cases where:

(a) an Operations and Performance Report identifies Operator performance issues; or

(b) the Authority, either through its own audits or other means, identifies significant concerns in relation to performance or identifies significant discrepancies in performance compared to operator reports;

the Authority may issue the Operator with a Performance Audit Report as set out in Schedule 18, or it may issue an Improvement Notice to the Operator, or both.

19.1.7 Following the issue of an Improvement Notice by the Authority, in the event that

(a) the number of Performance Points as set out in paragraphs 9.7 to 9.19 exceeds 10 in a subsequent Quarter or 5 in a subsequent Reporting Period; or

(b) a subsequent Authority audit demonstrates significant discrepancies in Operator data supporting the reporting of performance by the Operator; or

(c) a subsequent Authority audit demonstrates continuation of significant and persistent concerns in relation to performance;



then the Authority reserves the right to terminate the Contract.

## **19.2 The Lost Kilometres Deduction**

- 19.2.1 The Operator is 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 Lost Service Kilometres and the cause of the Lost Service Kilometres, using and by reference to Authority Reason Codes (as defined in paragraph 19.3.4).
- 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, 98% of Scheduled Service Kilometres for each Route in each Reporting Period shall be treated by it as the minimum level to be provided by the Operator (the “Minimum Operated Kilometres Standard”).
- 19.2.3 The Operator is required to meet the Minimum Operated Kilometres Standard for each Route throughout the duration of the Agreement.
- 19.2.4 The Operator shall record cancellations and curtailments of the Services.
- 19.2.5 As part of the Operator’s Period Operation and Performance Report as set out in Schedule 18, the Operator shall supply the Authority with the following data for each Reporting Period, categorised by Day, Route and Trip:
- (a) details of each Trip or part Trip not operated by date and departure time;
  - (b) the Lost Service Kilometres; and
  - (c) Authority Reason Codes applicable to each of the Lost Service Kilometres.
- 19.2.6 The Operator shall supply Planned Schedule Data for the Services operated in each Reporting Period, in the format and at the times as specified and the Authority may use this data for auditing purposes against data provided in the Period Operation and Performance Report.

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

- 19.3.1 For the purposes of this Schedule 19:

“Deductible Lost Kilometres” means those Lost Service Kilometres that are not Non-Deductible Lost Kilometres; and

“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 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

- (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.

- 19.3.3 Abnormal traffic congestion may be accepted as a reason beyond the Operator's reasonable control. However, the Operator is expected to manage the Services so as to minimise the impact of traffic congestion commonly encountered. The Authority shall have regard to traffic conditions prevailing at the time the kilometres that are claimed to be Non-Deductible Lost Kilometres due to abnormal traffic congestion were not operated.
- 19.3.4 The Authority shall supply the Operator with codes ("each an Authority Reason Code") for the categorisation of the causes of Lost Service Kilometres.
- 19.3.5 The Operator shall categorise all Lost Service Kilometres using the Authority Reason Codes, to enable the Authority to determine reasons for those Lost Service 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 provision of Authority Reason Codes in relation to Lost Services Kilometres (see Annex A) to the Authority shall form part of the Operator's reporting requirements for the Period Operations Report. Where no Authority Reason Code is provided by the Operator for a Lost Service Kilometre, such Lost Service Kilometres shall be treated as a Deductible Lost Kilometre.
- 19.3.6 The claim for Non-Deductible Lost Kilometres may 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.
- 19.3.7 The Lost Kilometres Deduction for each Route in each Reporting Period shall be the Deductible Lost Kilometres falling below 98% for that Route and Period multiplied by the Direct Price per Scheduled Service Kilometre as defined in Table 20-2 of Schedule 20.
- 19.3.8 Within 30 Business Days of the end of the Quarter, or as otherwise notified by the Authority, the Authority shall notify the Operator of the Lost Service Kilometres and Lost Kilometres Deductions for the relevant Reporting Periods within a Quarter.
- 19.3.9 Within 30 Business Days of the end of the Quarter, or as otherwise notified by the Authority, the Authority shall calculate the number of Lost Kilometres for each Route from information provided by the Operator for each Reporting Period within that Quarter, and any Lost Kilometres Deduction that may apply, and shall notify the Operator of any Lost Kilometre Deductions for the Quarter.

#### **19.4 Punctuality Payment Deductions**

- 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 set out for the relevant Routes, listed in Table 19-1 of this Schedule 19.
- 19.4.3 The Operator shall report on the performance of the Services against the Punctuality Standard, as set out in paragraph 19.5 of this Schedule.

- 19.4.4 The Operator is required to meet the Punctuality Standard for each Route as applicable for each Reporting Period throughout the duration of the Agreement.
- 19.4.5 The Authority reserves the right to amend, by way of the contract variation process set out in Schedule 23, the Punctuality Standard to 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.

## 19.5 Punctuality Standard

- 19.5.1 For the purposes of this Schedule 19:

“On-Time” if it departs from the Originating Stop not more than one minute early or not more than five minutes fifty-nine seconds late when compared to the Timetable, and arrives at the Last Stop not more than five minutes fifty-nine seconds late when compared to the Timetable;

“Punctuality Standard” means the maximum percentage set out in Table 19-1 of this Schedule 19.

- 19.5.2 In the event that Authority audits identify significant concerns in relation to punctuality at other Stops on a Route, the Authority may designate a number of additional Stops (“Timing Points”) where Punctuality is to be measured.
- 19.5.3 As part of the Period Operations and Performance Report, the Operator shall supply details of each Trip not operated On-Time as defined in 19.5.1 above. The Period Operations and Performance Report shall show the percentage of departures for each Route which were On-Time for the Reporting Period.
- 19.5.4 A maximum percentage of departures on a Route shall be permitted to fail the requirement to operate On-Time (as defined above) without the Operator being subject to a Punctuality Deduction, in any one Reporting Period. This maximum percentage is “the “Punctuality Standard”.
- 19.5.5 To calculate punctuality performance, the actual percentage of Trips departing On-Time from the Originating Stop is added to the actual percentage of Trips arriving On-Time at the Last Stop. This aggregate percentage is compared to the Punctuality Standard. For every full 2% of departures and arrivals below the Punctuality Standard in a Reporting Period, a deduction (each a “**Punctuality Payment Deduction**”) equivalent to 0.2% of the pro rata share of the Operating Price allocated to that Reporting Period (a “**Period Price**”) for that Route shall be made by the Authority. This Punctuality Payment Deduction shall not exceed, in any Reporting Period, 2% of the Period Price.
- 19.5.6 The Operator shall supply Planned Schedule Data for the Services operated in each Reporting Period and the Authority may use this data for auditing purposes against data provided in the Period Operation and Performance Report.

- 19.5.7 Within 30 Business Days of the end of the Quarter, or as otherwise notified by the Authority, the Authority shall calculate the percentage of departures not On-Time for each Route from information reported by the Operator for each Reporting Period within that Quarter. It shall also calculate any Punctuality Payment Deduction that may apply and shall notify the Operator of any Punctuality Payment Deductions for the Quarter.

## 19.6 Services Interruptions and Data Exclusions

- 19.6.1 Where a Services Interruption associated with a public event or other exceptional event of significant duration, which is outside the control of the Operator, occurs in the previous Reporting Period and has demonstrable Network wide effects on compliance with the Punctuality Standard or the Lost Kilometres Standard, 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.
- 19.6.2 A request for such exclusion of data (a "Data Exclusion") in accordance with paragraph 19.6.1 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.
- 19.6.3 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) prompt action by the Operator to enter into discussions with the Authority to evaluate possible means of minimising disruption;
  - (b) the introduction of schedule changes in consultation with the Authority;
  - (c) the introduction of standby buses where available;
  - (d) changes to duty rostering;
  - (e) initiatives on the Operator's part to minimise disruption to passengers;
  - (f) performance of other services likely to have been affected; and
  - (g) any other factors or considerations that may be relevant.
- 19.6.4 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	Deduction Mechanism for failure to meet Target
P-1	Punctuality	<b>Punctuality Standard:</b>  <u>95%</u> (for Trips departing On Time as defined in paragraph 19.5.1 above from the Originating Stop)  plus  <u>70%</u> (for Trips arriving On-Time at Last Stop)  =165% aggregate	See 19.5 above	See 19.5 above.

**Table 19-1: Key Performance Indicators – Punctuality**

**19.7 Service Quality Performance**

19.7.1 The Operator shall monitor its performance in relation to each of the Service Quality Indicators as set out in Section 19.19. The Operator shall report on performance for the previous Quarter in relation to each of the Service Quality Indicators in its Quarterly Operations and Performance Report.

19.7.2 The Authority may audit Operator data supporting any Operator reports in relation to Service Quality Indicators or may undertake its own audit of Service Quality Performance.

19.7.3 In the event that:

- (a) the number of Performance Points recorded exceeds 10 in any Quarter, or
- (b) an audit by the Authority demonstrates significant discrepancies in Operator data supporting the Service Quality Indicators, or
- (c) an audit by the Authority or other information identifies other areas of significant and persistent concern in relation the Service Quality Indicators, then

the Authority may issue a Performance Audit Report. The Authority may also issue an Improvement Notice to the Operator.

19.7.4 Following the issue of an Improvement Notice the Operator will be required to issue an Interim Service Quality Performance Report within 10 Business Days of the end of each Reporting Period setting out its Service Quality performance for that Reporting Period, This Report shall be in the same format as the Quarterly Service Quality Performance Report.

**19.8 AVL-RTPI Performance**

NOT USED

**19.9 Planned Schedule Data Performance**

19.9.1 The Performance requirement and Performance Points that shall apply in the case of non-compliance are set out below:

Indicator	Performance Standard	Performance Points
SD.1 Timely provision of required Timetable and Planned Scheduled Data to the Authority	Operator to supply approved Timetable and Planned Schedule Data (where applicable), 8 Business Days in advance of implementation date of approved Timetable, unless otherwise agreed with the Authority.  Methodology: Operator to record and report on each instance of failure each Quarter.  NTA Audits will apply	1 for each instance of late supply of data

**Table 19 -2 Timetable and Planned Schedule Data performance indicator**

**19.10 Ticket System Performance**

19.10.1 The Performance Standard and Performance Points that shall apply in the case of non-compliance are set out below:

Ref.	Indicator	Performance Standard	Performance Measurement Methodology	Performance Points
TKT -2	% scheduled service km operated with fully functioning Ticketing Equipment	100%	Operator reports each Quarter Scheduled km operated without fully functioning Ticketing Equipment for the receipt of cash fares and printing of cash fare receipts or smartcard reader if this functionality on ticket machine is available.  NTA Audits will apply	1 per 0.5% of scheduled kms in a Quarter operated without fully functioning equipment

Table 19 -3 Ticket System performance indicator

**19.11 Bus Vehicle Performance**

NOT USED

**19.12 Bus Equipment Performance**

19.12.1 The Bus Equipment Performance Standard and Performance Points that shall apply in the case of non-compliance are set out below:

Indicator	Performance Standard	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. Wheelchair ramp, if present, is operating correctly and used by driver on passenger request	2
	2. Wheelchair lift, if present, is operating correctly and used by driver on passenger request where passenger has booked 24 hours in advance	2
	3. Route number displayed correctly on front, side and rear of bus and destination displayed correctly on front and side of bus	1
	Methodology: Operator self reporting – NTA audits apply	Applies to each full % of failures (compared to total number of operated services with relevant equipment installed in Quarter)

Table 19 -4 Bus Equipment performance indicators

**19.13 Bus Driver Performance**

19.13.1 The Authority will audit Bus Driver Performance using mystery passenger surveys. If audits identify significant and persistent issues, the Authority will inform the Operator of the areas of concern and may issue an Improvement Notice to the Operator.

Indicator	Requirement	Performance Points
D.1 Bus driver	Driver <ol style="list-style-type: none"> <li>1. Is helpful, courteous and polite</li> <li>2. Is well presented</li> <li>3. Drives the bus in a smooth manner that doesn't unduly result in passenger discomfort</li> <li>4. When stopping at a bus stop, pulls into kerb where possible</li> <li>5. Stops to pick up passengers at Stop on passenger request, when bus is not full</li> <li>6. Operated the bus in a safe manner</li> <li>7. Informed passengers in a timely manner in case of service disruption</li> </ol> Methodology: NTA Audits.	N/A

**Table 19 -5 Bus driver performance indicators**

**19.14 Cleanliness Performance**

19.14.1 The Authority will audit Cleanliness Performance using mystery passenger surveys. If audits identify significant and persistent issues, the Authority will inform the Operator of the areas of concern and may issue an Improvement Notice to the Operator.

Indicator	Requirement	Performance Points
C.1 Bus cleanliness	Category <ol style="list-style-type: none"> <li>1. Seats and surfaces are clean</li> <li>2. Seats are in a good state of repair</li> <li>3. Windows are clean and etching and graffiti free on inside and outside</li> <li>4. Exterior of bus is clean</li> </ol> Methodology: NTA Audits.	NA
C.2 Station Cleanliness (BE Only)	Category <ol style="list-style-type: none"> <li>1. Seats and surfaces are clean</li> <li>2. Seats and surfaces are in a good state of repair</li> <li>3. Windows are clean on inside</li> <li>4. Exterior of station is clean</li> <li>5. Toilets (where available) are open and clean</li> </ol> Methodology: NTA Audits	NA.

**Table 19 -6 Bus and station cleanliness performance indicators**

**19.15 Customer Service Performance**

19.15.1 The Customer Service Performance Standards and Performance Points that shall apply in the case of non-compliance are set out below:

Indicator	Performance Standard	Performance Points
CS.2 Customer Service opening hours	<p>Person is available to answer customer telephone calls, emails and Tweets during advertised opening hours (set out in Schedule 13).</p> <p>Period Operations and Performance Report to contain time and duration of all instances where telephone lines were not open to customers during the opening hours set out in Schedule 13 and identify number of instances where duration or closure exceeded 30 minutes.</p> <p>NTA Audits will apply</p>	0.5 points per closure longer than 30 minutes in any Quarter
CS.4 Customer complaints substantive response times	<p>Operator to investigate customer complaints and issue a substantive response within 15 Business Days of complaint receipt.</p> <p>Period Operations and Performance Report to contain percentage of incidents where substantive responses were not issued within 15 days,</p> <p>NTA audits will apply</p>	1 point per 5% below 90% compliance with requirements

Table 19 -7 Customer service performance indicators

**19.16 Customer Information Performance**

19.16.1 The Authority will audit Customer Information Performance. If audits identify significant and persistent performance issues, the Authority will inform the Operator of the areas of concern and may issue an Improvement Notice to the Operator. Performance Standards and Performance Points apply in certain cases, as set out in Table 19-8 below:

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

Indicator	Requirement	Performance Points
CI.1 Bus fares	<p>A table of current fares for the service shall be displayed prominently at the entrance to the bus, or available from the driver to passengers for inspection on request</p> <p>Methodology: Authority Audits</p>	NA

Table 19 -8 On board customer information performance indicators

19.16.3 Performance Standards for Customer Information on Operator Website are presented below:



Indicator	Performance Standard	Performance Points
CI.4 Operator Website	Operator to provide up to date customer information on the Services, including timetables, fares and tickets accepted as available on the Operator Website	Note: 1 additional Performance point applies for each instance for each full week of non-compliance following date of notification by Authority
CI.5 Operator Website availability	Operator website to be available for customer use and fully functional 99.5% of time.  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).	1 point for each % below 99.5%
CI.6 Advance announcement of timetable changes	Timetable changes to be announced on the Operator Website as early as possible and not less than 8 Business Days in advance of the changes taking place.	0.5 points for each day delay in announcement
CI.7 Advance announcement of fares changes	NOT USED	N/A

Table 19 -9 Operator Website information performance indicators

**19.17 Report Provision Performance**

19.17.1 The Report Provision Performance Standard and Performance Points that shall apply in the case of non-compliance are set out below:

Indicator	Requirement	Performance Points
R.1a Operations and Performance 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	0.5 performance point per failure, and 0.1 point per day late thereafter
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.	0.5 performance point per failure, and 0.1 point per day late thereafter

Table 19 -10 Report provision performance indicators

**19.18 Cyber Security Performance (NOT USED)****19.19 Fare Evasion Deduction and Incentive Payments (NOT USED)**

**Annex A: 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

**Schedule 20: Contract Prices**

## **Part 1 – Contract Prices**

### **20.1 Prices and Rates**

20.1.1 The prices and rates for Services in this Schedule 20 are expressed in July 2024 prices.

### **20.2 Total Operating Price**

20.2.1 The Total Operating Price includes the price for all of the Services to be provided by the Operator as part of this Agreement. All prices include VAT that is payable, but not recoverable, by the Operator.

20.2.2 Table 20-1 shows the annual Total Operating Price and a breakdown of the prices and category used to calculate the Total Operating Price for each Period.

20.2.3 The annual prices are for these Services and shall be indexed annually thereafter, according to the method set out in Part 2 below.

20.2.4 The derivation of items in Table 20-1 is included in Table 20-5 “Supporting Information”. The prices shown in Table 20-1 are those attributable to the provision of Services included in this Agreement only.

## 20.3 Cost Allocation Methodology

20.3.1 The Operator shall provide details of the Operator's methodology and procedures for allocating costs between the Services contemplated under this Agreement and other services in relation to each of the cost categories in Table 20-1 within the Total Operating Price template, and this shall be included as Annex A to this Schedule.

## 20.4 Supporting Route Information

20.4.1 The Operator shall provide supporting information for each Route, for the costs and rates in Table 20-1, as set out in Tables 20-5 and 20-6 below. This information is incorporated in Annex C to this Schedule 20.

	Route 410	Route 411	Route 412
Vehicle Requirement	2	4	3
Scheduled Driver Hours	6,704	11,450	6,187
Scheduled Service Kilometres	55,022	193,225	90,016
Scheduled Empty Kilometres	7,151	17,535	8,032
Scheduled Total Kilometres	62,173	210,761	98,048

**Table 20-5 Supporting information by route for operator costs and rates**

No. of Days Per Year	Mon - Fri	Saturday	Sunday	Public Holiday	Christmas Day	Total for Contract Year
Number of days in Contract Year	251	52	52	9	0	364
<b>Route 410</b>						
Scheduled Driver Hours	6,107	597	0	0	0	6,704
Scheduled Service Kilometres	46,375	8,647	0	0	0	55,022
Scheduled Empty Kilometres	5,924	1,227	0	0	0	7,151
Scheduled Total Kilometres	52,298	9,874	0	0	0	62,172
<b>Route 411</b>						
Scheduled Driver Hours	8,318	1,811	1,164	162	0	11,450
Scheduled Service Kilometres	146,888	25,121	18,087	3,130	0	193,226
Scheduled Empty Kilometres	14,759	1,581	1,019	176	0	17,535
Scheduled Total Kilometres	161,647	26,701	19,106	3,307	0	210,761
<b>Route 412</b>						

Scheduled Driver Hours	6,187	0	0	0	0	6,187
Scheduled Service Kilometres	90,016	0	0	0	0	90,016
Scheduled Empty Kilometres	8,032	0	0	0	0	8,032
Scheduled Total Kilometres	98,048	0	0	0	0	98,048

**Table 20-6 Scheduled Driver Hours and Scheduled Kilometres by route and day type**

In Table 20-6:

- the number of Mondays to Fridays excludes Public Holidays and three additional days between 25 December and 31 December;
- the number of Saturdays includes three additional weekdays between 25 December and 31 December;
- the number of Sundays and Public Holidays excludes St. Stephen's Day; and
- there is no service on Christmas Day.

## 20.5 Supporting Bus Information

20.5.1 The Operator shall provide supporting information in relation to the Depreciation item in Table 20-1, as set out in Table 20-7 below.

Reference	Item	
TB	Total number of Operator owned bus fleet at Commencement Date (excluding subcontracted buses or buses operated under other PSO contracts with the Authority)	10
TK	2024 Total in-service kilometres operated by Operator using own fleet (excluding subcontracted services or services operated under other PSO contracts with the Authority)	338,263
CB	Number of Operator owned Network Buses used for the Services in this Agreement, which are being depreciated	10
CK	Sum of: Scheduled Service Kilometres for Contract Period; multiplied by 365; divided by the number of days in the Contract Period.	338,263

## Part 2 – Indexation

### 20.6 Indexation

- 20.6.1 To the extent that Part 2 of this Schedule 20 requires that the Total Operating Price 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 Total Operating Price payable during such Contract Year;
- AF<sub>RD</sub>** is Applicable Factor determined in accordance with paragraphs 2 to 5 of Part 2 to this Schedule 20 in respect of a Review Date for a Contract Year; and
- BA<sub>BD</sub>** is the amount of the Total Operating Price (expressed as of the Base Price Date) identified in Part 1 of this Schedule 20 as to be indexed.

### 20.7 Applicable Factor

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

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

where:

- AF<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 20.10; and
- FF<sub>RD</sub>** is the Fuel Factor for the Review Date determined in accordance with paragraph 20.10.

### 20.8 Consumer Price Factor

- 20.8.1 Subject to paragraph 20.10.2, the Consumer Price Factor for an Indexation Month shall be determined in accordance with the following:

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

provided that, if CPI<sub>RD</sub> for a particular Indexation Month is less than CPI<sub>RD</sub> for the previous Indexation Month, the Consumer Price Factor for the relevant Contract Year shall be determined using CPI<sub>RD</sub> for that previous Indexation Month;



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 2023 =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 2023 =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.

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

## 20.9 Employment Factor

- 20.9.1 Subject to 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.

- 20.9.2 The Employment Factor for the Base Price Date is the Employment Percentage, expressed as a decimal to three decimal places.

## 20.10 Fuel Factor

20.10.1 Subject to paragraph 20.12.2, 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 2023 = 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 2023 = 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.

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

20.10.3 For the avoidance of doubt, the Fuel Factor for any Review Date may be a negative or a positive number.

## **Schedule 21: Payment Mechanism**

## **21.2 Overview**

- 21.2.1 The process for determining payments by the Authority for the Services is set out below and is subject to Schedule 19 (Performance Payments and Deductions).

## **21.3 Maximum Yearly Payment**

- 21.3.1 No later than the end of December of each year, the Authority shall determine the Maximum Yearly Payment for the following Contract Year.
- 21.3.2 The Maximum Yearly Payment shall be calculated using the method set out in Schedule 17 (Forecasted Yearly Fare Revenue and Maximum Yearly Payment).

## **21.4 Maximum Period Payment**

- 21.4.1 The Maximum Period Payment is one thirteenth of the Maximum Yearly Payment.

## **21.5 Maximum Quarterly Payment**

- 21.5.1 The Maximum Quarterly Payment is the sum of Maximum Period Payments for the relevant Quarter.

## **21.6 Base Yearly Payment**

- 21.6.1 The Base Yearly Payment is equal to the Maximum Yearly Payment multiplied by 0.95.

## **21.7 Base Period Payment**

- 21.7.1 The Base Period Payment is one thirteenth of the Base Yearly Payment.

## **21.8 Punctuality Performance Payment**

- 21.8.1 The Punctuality Performance Payment is payable each Period and is set at a maximum of 5% of the Maximum Period Payment.

## **21.9 Calculation of Period Payment**

- 21.9.1 The Period Payment for a Reporting Period shall be the sum of:

Base Period Payment

*plus*

Variation costs attributable to the Reporting Period;

*plus*

Punctuality Performance Payment for that Reporting Period;

*less*

Lost Kilometres Deduction for that Reporting Period as notified by the Authority

less

any saving from a Variation attributable to the Reporting Period

less

any deductions contemplated by this Agreement to the extent not included in the foregoing.

- 21.9.2 The Operator shall submit an invoice for the Base Period Payment within five (5) Business Days of the end of each Reporting Period, with the first invoice being submitted after the end of the Reporting Period in which the Commencement Date occurs.
- 21.9.3 The Operator shall submit an invoice for the Punctuality Performance Payment on a quarterly basis, following determination by the Authority of the Punctuality Payment Deduction for that Quarter as described in Schedule 19 (Performance Payments and Deductions).
- 21.9.4 Following the determination of the Lost Kilometres Deduction for a Quarter as outlined in Schedule 19 (Performance Payments and Deductions), the Operator shall issue a credit note for the value of the Lost Kilometres Deduction to accompany the next subsequent Base Period Payment.
- 21.9.5 The Operator shall submit the payment application only after the submission of the relevant Period and Quarterly Reports as set out in Schedule 18 (Records and Reporting Requirements).
- 21.9.6 The Authority shall pay the Operator within twenty (20) Business Days of receipt of a valid invoice for a Reporting Period.
- 21.9.7 The Authority shall withhold 10% of the Period Payments due with respect of the final six Reporting Periods during the Contract Period until the final Net Financial Effect Report has been approved by the Authority in accordance with Schedule 22 (Net Financial Effect Report) (the “**Withheld Amount**”). If the Authority determines upon review of the Net Financial Effect Report that the Operator has been overcompensated, it shall determine the value of such overcompensation (the “**Excess Amount**”) and shall notify the Operator of the amount of the Excess Amount.

The Authority shall pay to the Operator an amount equal to the Withheld Amount less any Excess Amount (within twenty (20) Business Days of receipt of a valid invoice and the other requirements of this Agreement being satisfied) and such payment shall be in full and final discharge of any obligation on the part of the Authority in respect of a Period Payment.

## **Schedule 22: Net Financial Effect Report**

## 22.1 Overview

22.1.1 No later than 30th April each year, the Operator shall submit a draft Net Financial Effect (NFE) Report for Authority approval, setting out the operating costs incurred and the revenues received by the Operator in providing the Services over the Contract Year immediately preceding the date it is required to be submitted (the “**relevant Contract Year**”).

22.1.2 If the Authority has reason to believe that any element of the draft NFE Report:

- (a) is not in accordance with the requirements of this Agreement,
- (b) does not provide the information required by any applicable Legal Requirement,
- (c) has been based on erroneous or incomplete information or data, or
- (d) is erroneous or incomplete,

it may require the Operator to revise and re-submit the draft NFE Report within ten Business Days of being notified.

## 22.2 NFE Report content

22.2.1 The NFE Report shall contain a summary, for the relevant Contract Year, of

- (a) the costs incurred by the Operator associated with the operation of Services under the following cost headings:
  - i. a subtotal of the costs incurred under each of the headings specified in the table in paragraph 20.2.4 and specifically identifying the costs attributable to any Variations (the “**Operating Costs**”);
  - ii. net depreciation (schedule of movements);
  - iii. capital expenditure (funded by Operator and approved by the Authority);
  - iv. Lost Kilometre Deductions made by the Authority
- (b) a comparison of the Fares Revenue received by the Operator associated with the provision of the Services, under each of the headings included in the Period Passenger, Revenue and Ticketing Report (supporting information) of Schedule 18 (Records and Reporting Requirements) against the Forecasted Yearly Fare Revenue for that Contract Year;
- (c) payments related to Variations in that Contract Year;
- (d) any positive financial effects (or induced network effects) generated by the operation of the Services as set out in the Annex to Regulation 1370 and Interpretative Guidelines concerning Regulation 1370; and
- (e) any capital expenditure approved and funded by the Authority.

- 22.2.2 The Operator shall provide, under each heading and subheading above, full details on the methodology used to calculate the values presented in the NFE Report.
- 22.2.3 In each case where a value in 22.2.1(a) above varies from the agreed charges relating to the Services for the relevant Contract Year, the Operator shall provide a full explanation of reasons for any material difference in the values presented in the NFE Report.
- 22.2.4 At the same time as it provides the Net Financial Effect Report, the Operator shall provide a cash flow statement for the Contract Year and a reconciliation of the Net Financial Effect to the movement in cash for the Contract Year.
- 22.2.5 The Operator shall provide a reconciliation of the Net Financial Effect for the Contract Year to the operating result contained within the audited financial statements for the same Contract Year.
- 22.2.6 The Operator shall refund any amount where the compensation provided under the contract exceeds the amount contemplated under paragraph 17.2 of Schedule 17 (Forecasted Yearly Fare Revenue and Maximum Yearly Payment).

### **22.3 Reasonable Profit**

- 22.3.1 The Operator's reasonable profit ("**Reasonable Profit**") is limited to a maximum of:
- (a) 8% of the Total Operating Price in any one Contract Year; and
  - (b) 6% of the Total Operating Price over the full Contract Period.
- 22.3.2 The Authority shall decide at its discretion (acting reasonably) what Reasonable Profit is permitted to satisfy the requirements of paragraph 22.3.1 (in any Contract Year, the "**Applicable Reasonable Profit**"):
- (a) after taking into account of relevant factors;
  - (b) after having given the Operator an opportunity to submit to it representations of what is reasonable profit, together with supporting material; and
  - (c) having regard to any representations made by the Operator in accordance with paragraph 22.3.2(b).
- 22.3.3 Where the Operator's profit in a Contract Year exceeds the Applicable Reasonable Profit:
- (a) the Authority (i) may reduce the proposed Maximum Yearly Payment for the remaining months in the then current Contract Year by the excess amount or (ii) may require the Operator to pay to it the excess amount, within ten (10) Business Days of being so required, or
  - (b) and in any previous Contract Year, the Fare Revenue realised by the Operator for that Contract Year was less than the Forecast Yearly Fare Revenue for that Contract Year (a **shortfall**), the Authority may allow the Operator to retain part or all of the excess amount up to the amount of any shortfall,
- or any combination of the foregoing, in either case, to avoid the Operator being over-compensated in connection with the provision of the Services.



- 22.3.4 It is acknowledged by the parties that in the event the Fare Revenue realised by the Operator during a Contract Year is less than the Forecast Yearly Fare Revenue for that Contract Year, that this is at the risk of the Operator and shall be the responsibility of, and at the cost of, the Operator and it shall not be included in as a cost in any determination of the Total Operating Price or Maximum Yearly Payment (or any payment derived therefrom).

**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, without regard to such Variation.
- 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 paragraph 23.4.2 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 Prices) 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, other Staff, maintenance and fuel required to implement the proposed Variation, based on the prices set out in Schedule 20;
- (b) the cost of any internal Operator-supplied goods or services provided pursuant to the proposed Variation;
- (c) the cost of any bought-in or sub-contracted third party goods or services or Capital Expenditure, provided pursuant to the proposed Variation, together with evidence, if required by the Authority, that competitive quotations have been obtained from a number of third parties in this regard;

- (d) any interest, expenses or other third party financing costs to be incurred as a result of implementing the proposed Variation as calculated using the Relevant Interest Rate.

## **23.5 Finalisation of Variation Response**

23.5.1 The Operator shall:

- (a) provide evidence that it has used reasonable endeavours (including the use of competitive quotations) to minimise any increase in costs and maximise any reduction in costs; and
- (b) demonstrate that any expenditure that has been avoided, which was anticipated to be incurred to replace or maintain assets that have been affected by the proposed Variation, has been taken into account.

23.5.2 Following discussions with the Operator in relation to the Variation Response, the Authority may modify the Authority Variation Notice, in which case the Operator shall, as soon as possible, and in any event not more than ten (10) Business Days after receipt of such modification (or such other period as is agreed by the parties), issue a revised Variation Response.

23.5.3 The Authority may require the Operator to provide details of benchmark pricing information for products or services similar to those being proposed by the Operator in the Variation Response and then require the Operator to match the best price provided by the benchmarking process (and for the avoidance of doubt the cost of such benchmarking shall be borne by the Operator).

23.5.4 If the Operator does not intend to use its own resources to implement any Variation it shall comply with Good Industry Practice with the objective of ensuring that it obtains best value for money when procuring any work, services, supplies, materials or equipment required in relation to the Variation.

23.5.5 As soon as practicable after the contents of the Variation Response or revised Variation Response, as the case may be, have been discussed between the Parties, the Authority shall:

- (a) instruct the Operator to implement such Variation via a Variation Order and confirm the Variation Price; or
- (b) withdraw the Authority Variation Notice.

23.5.6 Upon receipt of the instruction referred to in paragraph 23.5.5(a), the Operator shall implement the Variation in accordance with the terms set out in the Variation Order and by the dates set out therein or, where a date is not set out, as soon as is practicable.

## **23.6 Form of Payment**

23.6.1 Where the Authority instructs the Operator to proceed with the implementation of a Variation and it is agreed that the Variation gives rise to an increase in contract payments, then the Authority shall be entitled to meet the cost of any such increase by means of:

- (a) a lump sum payment made in one or more instalments;

- (b) an adjustment to the payment over the remainder of the Contract Period in accordance with the provisions of Schedules 20 (Contract Prices) 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 Period Payment 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 Period Payment or any other charge over the remainder of the Contract Period in accordance with the provisions of Schedules 20 (Contract Charges and Indexation) and 21 (Payment Mechanism).

### **23.7 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, calculations and 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 Total Operating Price 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 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.

23.8.5 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.

23.8.6 If the Authority rejects the Operator Variation Notice, it shall not be obliged to give its reasons for such a rejection.

### **23.9 Funding of Variation and Form of Payment**

23.9.1 Paragraphs 23.5 and 23.6 of this Schedule 23 shall apply to the funding and payment of Variations implemented in accordance with an Operator Variation Notice under paragraphs 23.7 to 23.8 of this Schedule 23.

**Schedule 24: (NOT USED)**

**Schedule 25: (NOT USED)**



**Schedule 26: (NOT USED)**

## **Schedule 27: Insurances**

**27.1 General requirements**

27.1.1 This Schedule 27 (Insurance) provides details of the policies of insurance the Operator shall maintain, or procure the taking out and maintenance of, for the period of the Agreement.€

**27.2 Other Insurance Requirements**

27.2.1 A specific indemnity to the Authority shall be put in place and confirmed in writing in respect of each of the insurances specified in paragraph 27.1.

27.2.2 Insurance cover in respect of all Network Buses to be used to provide the Service shall be Comprehensive.

**Schedule 28: (NOT USED)**

## **Schedule 29: Financial Audit Terms of Reference**

## **29.1 Outline of Financial Audit Terms of Reference**

29.1.1 A financial audit of the Operator shall be carried out on behalf of the Authority during the contract period and following the submission of the Operators audited financial statements as required under Schedule 22 Net Financial Effect Report.

29.1.2 The audit shall include but not be limited to:

(a) Calculation and processing of payments:

- i. Amounts due for delivering the Services are correctly calculated and received from the Authority; and
- ii. Any overpayments are appropriately reconciled.

(b) Contractual compliance:

- i. Operator has met its obligations to report on operations and performance as specified in the Contract;
- ii. Operator returns to the Authority have been approved at an appropriate level of management;
- iii. Operator Subcontractors are approved in advance and their services are adequately reported on; and
- iv. Changes to fares are appropriately authorised.

(c) Cost of providing the Services:

- i. Operator has met its obligations to report on costs and revenues as specified in the Contract;
- ii. Operator has maintained separate accounts for the delivery of the Services;
- iii. Allocation of costs and revenues between the Services and Operator's non contracted services agrees to the company's overall financial performance;
- iv. Operator has appropriate and clearly documented procedures for allocating costs and revenues between contracted and non-contracted services, and that these have been supplied to the Authority as required by the Contract in a timely manner; and
- v. Costs and revenues have been allocated correctly to a sample of Services

(d) Cross-subsidy between operators:

- i. Financial flows among Operators do not represent a cross-subsidy between operators.

(e) Duplication of subsidy:

- i. PSO funding issued by the Authority is not being duplicated across Operators

(f) Review of PSO compensation

- i. PSO compensation review by reference to the net financial effect concept in the Annex to Regulation 1370. (Calculations and conclusions to be prepared by the Operator and provided to the Authority's auditors for their review).

## **Schedule 30: Data to be Processed under this Agreement**



### **30.1 General Obligations**

- 30.1.1 The following data processing instructions should be adhered to at all relevant times in respect of any personal data as described in paragraph 30.6 of this Schedule 30 for which the Operator is the processor, and the Authority is the controller:
- (a) Where consent is the basis for processing such personal data, the Operator shall implement consent capture / recording processes.
  - (b) The Operator shall respond to any subject access requests, on behalf of the Authority if required to do so. It is expected that this may only be required in a handful of cases per year.
  - (c) The Operator shall have user training processes in place to provide clear instructions on personal data processing. The Operator shall carry out regular training on an on-going basis (at least annually).
  - (d) In the event of sub-contracting any processing, the Operator shall ensure that the Operator's sub-contract adheres to any applicable instructions in this Schedule 30. This applies to all new sub-contracts put in place subsequent to this agreement.
  - (e) The Operator shall comply with the Operator's applicable obligations under Data Protection Law to maintain a record of all categories of processing activities carried out on behalf of the Authority in respect of such data.
  - (f) The Operator shall implement appropriate privacy notices for any websites deployed on behalf of the Authority that are both consistent with Articles 12 to 14 of the Data Protection Law and agreed with the Authority.
- 30.1.2 The Operator shall implement appropriate data retention policies for such data not contemplated under paragraph 30.1.1.
- 30.1.3 Neither Party shall oblige the other Party to breach Data Protection Law when processing personal data as processor, controller or otherwise, in connection with this Agreement.

**30.2 Customer Care**

The subject matter and duration of the processing	Providing customer care as described in Schedule 13 of this Agreement and for the duration of the Agreement. Records of customer contacts (excluding disputes / claims as contemplated by paragraph 30.7) to be retained for a minimum of 2 years after the incident and access to data to be provided to the Authority for 12 months after end of the Agreement
The nature and purpose of the processing	<p>Performance of the Services pursuant to this Agreement, and includes the following use cases:</p> <ul style="list-style-type: none"> <li>• Escalations</li> <li>• Legal Escalations</li> <li>• Asset Defect</li> <li>• Planned and unplanned service Disruptions</li> <li>• Accessibility Assistance</li> <li>• Lost Property</li> </ul> <p>The purpose of processing is the timely resolution of customer interactions.</p>
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)	The Operator shall be a controller of such personal data and to the extent that any such personal data is provided to the Authority, each party shall be a separate controller of that personal data.

**30.3 CCTV**

The subject matter and duration of the processing	As described in Schedule 11 of the Agreement, at least 7 days from the date of the recording and disclosure of images requested and/or required for incidents (and required to be disclosed to Gardaí for crimes and accidents).
The nature and purpose of the processing	<p>Transfer of data from CCTV camera equipment from the Network Buses for the following purposes:</p> <ul style="list-style-type: none"> <li>• to discourage delinquent and anti-social behaviour;</li> <li>• to deter and detect crime, including theft and criminal damage;</li> <li>• to maintain the safety and security of all employees, customers, members of the public, buses, premises and property;</li> <li>• ;to assist in the recollection of, investigation of or evidence of events relating to an incident or accident.</li> </ul>
The type of personal data being processed	The monitoring, recording, holding and processing of images of distinguishable individuals; being passengers and public on or 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, each Party shall be a separate controller of that CCTV personal data.

**30.4 Passenger Wi-Fi – NOT USED**

**30.5 Websites**

The subject matter and duration of the processing	Provision of websites as described in Schedules 13 and 14 of the Agreement and in Service Level Agreement for the provision of travel information for the duration of the Agreement.
The nature and purpose of the processing	Personal data is processed via websites as follows: <ul style="list-style-type: none"> <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 and all personal data from online forms.
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)	The Operator is the controller of all personal data gathered through its website. In respect of the following personal data gathered through the Operator's website: <ul style="list-style-type: none"> <li>• Customer Care personal data (refer to paragraph 30.2 of this Schedule 30 (Customer Care);</li> </ul> and which is shared with the Authority, each Party shall be a separate controller of that personal data.

**30.6 Surveys, attendance at consultation meetings, stakeholder meetings and public relations**

The subject matter and duration of the processing	As described in the Schedules 13 and 18 of the Agreement records to be retained for at least 2 years after the date to which such records relate.
The nature and purpose of the processing	Public relations purposes including: <ul style="list-style-type: none"> <li>• accessibility panels and reporting for service provision;</li> <li>• dealings with public consultations, public liaison committees, public representatives, regulatory bodies and public interest groups.</li> </ul>
The type of personal data being processed	Name, contact details, nature and details of contact, reporting and analysis.
Legal basis of Processing	Legitimate interests of controller
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, attendance at stakeholder meetings and dealing with public representatives, regulatory bodies and public interest groups for its own purposes.</p> <p>In the event the Operator engages in any of these activities on the Authority's behalf, the Authority is the controller and the Operator is the processor of any personal data processed in this context.</p>

**30.7 Incidents, accidents, insurance damage claims, personal injury claims and antisocial behaviour**

The subject matter and duration of the processing	As described in Schedules 6 and 18 of the Agreement for the duration of the Agreement and retention periods of at least 2 years from incident (save for those records relating to incidents involving minors which must be maintained until the minor is 21 years of age).
The nature and purpose of the processing	As described in the Agreement and includes the following processing activities: <ul style="list-style-type: none"> <li>• recording incidents;</li> <li>• producing evidence of incidents;</li> <li>• maintaining a data base;</li> <li>• dealing with incidents;</li> <li>• liaising with individuals involved in incidents and their representatives.</li> </ul>
The type of personal data being processed	Contact details, events, evidence, injuries, compensation, representatives
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, Fire Brigade, 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 such personal data is supplied to the Authority, each Party shall be a separate controller of that personal data.

**30.8 Network Data that constitutes personal data**

The subject matter and duration of the processing	As described in Schedules 8 of the Agreement for at least 12 months after the date for which such Records relate.
The nature and purpose of the processing	To operate the service i.e. the provision of buses, provision of travel information services to the public, checking tickets and passes, revenue reporting and calculation, development of operating plan which, includes security management plan, monitoring of contract performance and involves collating information including personal data for analysis and monitoring in relation to the provision of the Services and remuneration under the Agreement.
The type of personal data being processed	Ticket serial numbers and location data of passengers using the Integrated Ticketing Scheme (Leap), tickets and passes using buses, technical and organisational measures to ensure the provision and security of the service analysis and monitoring in relation to the provision of the Services and remuneration under the Agreement.
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 and the Operator are separate controllers.

**30.9 Not Used**

**30.10 Operator Employee Data**

The subject matter and duration of the processing	Employee data for all Operator employees for at least 2 years after the Expiry Date.
The nature and purpose of the processing	In the ordinary course of the Operator acting as employer of all employees.
The type of personal data being processed	Data relating to employment of Operator employees.
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 the Agreement; for the purposes of the Authority exercising its regulatory and supervisory functions, both parties will become Separate Controllers of that personal data.



**Schedule 31: (Not USED)**

**Schedule 32: (NOT USED)**

**Schedule 33: (NOT USED)**